

## Filing at a Glance

Company: Great West Casualty Company

Product Name: Commercial Auto

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0003 Other

Filing Type: Form

SERFF Tr Num: LDRE-125260493 State: Arkansas

SERFF Status: Closed

Co Tr Num: G4607F

Co Status:

Author: Joy Landholm

Date Submitted: 08-13-2007

State Tr Num: AR-PC-07-025782

State Status:

Reviewer(s): Betty Montesi,  
Llyweyia Rawlins, Brittany Yielding

Disposition Date: 08-14-2007

Disposition Status: Approved

Effective Date (New): 10-01-2007

Effective Date (Renewal): 10-01-  
2007

Effective Date Requested (New): 10-01-2007

Effective Date Requested (Renewal): 10-01-2007

## General Information

Project Name: Filing Commercial Auto Forms

Project Number: G4607F

Reference Organization: ISO

Reference Title: Commercial Auto

Filing Status Changed: 08-14-2007

State Status Changed: 08-14-2007

Corresponding Filing Tracking Number:

Filing Description:

Our Company would like to update the following Independent Commercial Auto Forms with your Department for all policies written to become effective on or after October 1, 2007:

BA 10 03 10 07 - Arkansas Business Auto Coverage Form

CA 10 03 10 07 - Arkansas Truckers Coverage Form

CA 12 03 10 07 - Arkansas Physical Damage Coverage Form

CA 14 03 10 07 - Arkansas Non-Trucking Use Coverage Form

Status of Filing in Domicile: Not Filed

Domicile Status Comments: This change was  
specific to Arkansas

Reference Number: CA-2007-OCH1

Advisory Org. Circular: LI-CA-2007-129

Deemer Date:

We have made the same changes to the above form as ISO has on ISO's form CA 01 62 10 07 approved by your Department under ISO's Filing Designation # CA-2007-OCH1.

## Company and Contact

### Filing Contact Information

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**Filing Company Information**

Great West Casualty Company  
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CoCode: 11371  
Group Code: 150  
Group Name:  
FEIN Number: 47-6024508  
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State of Domicile: Nebraska  
Company Type: P & C  
State ID Number:

## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: Nebraska, our domicile state, does not charge a filing fee.

Arkansas charges filing fee of \$50.00  
Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
216075	\$50.00	08-03-2007

## State Specific

Check\_No: 216075  
Check\_Amt: 50.00  
Check\_Rec: 08-13-2007

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	08-14-2007	08-14-2007

## **Disposition**

Disposition Date: 08-14-2007

Effective Date (New): 10-01-2007

Effective Date (Renewal): 10-01-2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Form Mark-up copies	Approved	Yes
Supporting Document	copy of check	Approved	No
Form	Arkansas Business Auto Coverage Form	Approved	Yes
Form	Arkansas Truckers Coverage Form	Approved	Yes
Form	Arkansas Physical Damage Coverage Form	Approved	Yes
Form	Arkansas Non-Trucking Use Coverage Form	Approved	Yes

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Arkansas Business Auto Coverage Form	BA 10 03	10 07	Policy/Coverage Replaced	BA 10 03 03 06	0.00	BA 10 03 10 07.pdf
Approved	Arkansas Truckers Coverage Form	CA 10 03	10 07	Policy/Coverage Replaced	CA 10 03 03 06	0.00	CA 10 03 10 07.pdf
Approved	Arkansas Physical Damage Coverage Form	CA 12 03	10 07	Policy/Coverage Replaced	CA 12 03 03 06	0.00	CA 12 03 10 07.pdf
Approved	Arkansas Non-Trucking Use Coverage Form	CA 14 03	10 07	Policy/Coverage Replaced	CA 14 03 03 06	0.00	CA 14 03 10 07.pdf

POLICY NUMBER:

## COMMERCIAL AUTO COVERAGE PART ARKANSAS BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations - Item One. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

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### SECTION I - COVERED AUTOS

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Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

##### SYMBOL DESCRIPTION

**1= ANY AUTO.**

**2= OWNED AUTOS ONLY.** Only the "autos" you own (and for Liability Coverage any "trailers" you do not own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the policy begins.

**3= OWNED PRIVATE PASSENGER TYPE AUTOS ONLY.** Only the "private passenger type" "autos" you own. This includes those "private passenger type" "autos" you acquire ownership of after the policy begins.

**4= OWNED AUTOS OTHER THAN PRIVATE PASSENGER TYPE AUTOS ONLY.** Only those "autos" you own that are not of the "private passenger type" (and for Liability Coverage any "trailers" you do not own while attached to power units you own). This includes those "autos" not of the "private passenger type" you acquire ownership of after the policy begins.

**5= OWNED AUTOS SUBJECT TO NO-FAULT.**

Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the No-Fault law in the state where they are licensed or principally garaged.

**6= OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW.**

Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.

**7= SPECIFICALLY DESCRIBED AUTOS.**

Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you do not own while attached to any power unit described in Item Three).

**8= HIRED AUTOS ONLY.**

Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.



**9= NONOWNED AUTOS ONLY.** Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business and are not commercial "autos". This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business. Commercial "auto" includes any truck, tractor or "trailer" used in your trucking or "motor carrier" operations.

**10= ANY AUTO EXCEPT A COMMERCIAL AUTO.** Any "auto" except for a pickup, van, truck, tractor or "trailer" used in your trucking or "motor carrier" operations. Pickups or vans of the "private passenger type" are covered "autos" under this symbol.

**11= ANY AUTO, VAN OR PICKUP, EXCEPT A COMMERCIAL AUTO.** Any "auto" except a truck, tractor or "trailer" used in your trucking or "motor carrier" operations. A pickup or van is a covered "auto" under this symbol whether used for pleasure or business purposes.

**12=** See the Declarations for the description of this symbol.

**13= HIRED PRIVATE PASSENGER TYPE AUTOS ONLY.** Only those "private passenger type" "autos" you hire, rent or borrow without a driver.

**14= NONOWNED PRIVATE PASSENGER TYPE AUTOS, VANS, OR PICKUPS ONLY.** Only "private passenger type" "autos", vans or pickups that you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "private passenger type" "autos", vans or pickups owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business.

## **B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS**

1. If Symbols 1, 2, 3, 4, 5, 6, 10 or 11 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire ownership of for the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire ownership of will be a covered "auto" for that coverage only if:

- a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
- b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

## **C. CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS**

1. If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:
  - a. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
  - b. "Mobile equipment" while being carried or towed by a covered "auto".
  - c. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
    - (1) Breakdown;
    - (2) Repair;
    - (3) Servicing;
    - (4) "Loss"; or
    - (5) Destruction.
2. If Collision Coverage, Comprehensive Coverage or Specified Causes of Loss Coverage is provided by this Coverage Form on at least one covered "auto", then a temporary substitute vehicle is also a covered "auto". A temporary substitute vehicle means any "auto" you do not own which is provided for your use with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair; or
  - c. Servicing.
3. Any "auto" that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged that would otherwise qualify as "mobile equipment".

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## SECTION II - LIABILITY COVERAGE

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### A. COVERAGE

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

#### 1. WHO IS AN INSURED

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. The owner or anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

### 2. COVERAGE EXTENSIONS

#### a. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or a "suit" against any "insured" we defend:

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against any "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by any "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against any "insured" in any "suit" against any "insured" we defend.

- (6) Interest on the amount of any judgment that accrues after entry of the judgment in any "suit" against any "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less.
- (7) Prejudgment interest on the amount of any judgment that accrues before entry of the judgment in any "suit" against any "insured" we defend on that part of the judgment we pay. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (8) Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an "insured" are deemed to be expenses we shall pay for provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which liability coverage applies are alleged.

These payments will not reduce the Limit of Insurance.

## **b. Out-of-State Coverage Extensions**

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing "motor carriers" of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

- c. We will not pay anyone more than once for the same elements of "loss" because of these extensions.

## **B. EXCLUSIONS**

This insurance does not apply to any of the following:

### **1. EXPECTED OR INTENDED INJURY**

"Bodily injury" or "property damage" expected or intended from the standpoint of any "insured".

### **2. CONTRACTUAL LIABILITY**

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That any "insured" would have in the absence of the contract or agreement.

### **3. WORKERS COMPENSATION AND SIMILAR LAWS**

Any obligation for which any "insured" or any "insured's" insurer may be held liable under any workers compensation, disability benefits or unemployment compensation law or any similar law.

#### **4. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY**

"Bodily injury" to:

- a. An "employee" of any "insured" arising out of and in the course of:
  - (1) Employment by any "insured"; or
  - (2) Performing the duties related to the conduct of any "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether any "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

For this exclusion only, "employee" does not include a "leased worker" or a "temporary worker".

This exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers compensation benefits or to liability assumed by any "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### **5. FELLOW EMPLOYEE**

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

#### **6. DAMAGE TO PROPERTY**

A "covered pollution cost or expense" or "property damage" to property owned or transported by any "insured" or in any "insured's" care, custody or control. But this exclusion does not apply to liability:

- a. Assumed under a sidetrack agreement; or

- b. For "property damage" caused by an "insured" to any "auto" you lease with a driver for more than 30 consecutive days and only while such leased "auto":

- (1) is being used exclusively in your business as a "trucker";
- (2) is being used pursuant to operating rights granted to you by a public authority; and
- (3) is not being attended to, serviced, towed, repaired, parked or stored, for a fee.

This provision does not apply if the damage is caused by the lessor, lessor's agent or the lessor's driver.

#### **7. HANDLING OF PROPERTY**

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by any "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by any "insured".

#### **8. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE**

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### **9. OPERATIONS**

"Bodily injury", "property damage" or "covered pollution cost or expense" arising out of:

- a. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers;
- b. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

- c. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

## 10. COMPLETED OPERATIONS

"Bodily injury", "property damage" or "covered pollution cost or expense" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf, and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

## 11. POLLUTION

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by any "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by any "insured".

Paragraphs a. and b. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such damage.

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

## 12. WAR

"Bodily injury", "property damage" or "covered pollution cost or expense" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### **13. WRONG DELIVERY OF PRODUCTS**

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the delivery of any product into the wrong receptacle or to the wrong address, or from the delivery of one product for another, if the "bodily injury", "property damage" or "covered pollution cost or expense" occurs after delivery has been completed. Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

### **14. RACING**

"Bodily injury", "property damage", or "covered pollution cost or expense" arising out of the operation of a covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such contest or activity.

## **C. LIMIT OF INSURANCE**

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

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## SECTION III - PHYSICAL DAMAGE COVERAGE

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### A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
    - (2) The covered "auto's" overturn.

- b. **Specified Causes of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
    - (2) Theft;
    - (3) Windstorm, hail or earthquake;
    - (4) Flood;
    - (5) Mischief or vandalism; or
    - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
    - (2) The covered "auto's" overturn.

2. **Fluids Extension**

Subject to the Limit of Insurance, we will pay for loss of fluids, except fuel, necessary to operate a covered "auto" or its equipment. We will pay only if the fluids loss was caused by other "loss" that is covered by this insurance. Covered fluids include oil, antifreeze, hydraulic fluids and freon. Fuel that is not covered includes diesel fuel, gasoline, alcohol or compressed gasses.

3. **Towing**

In addition to the Limit of Insurance, when a covered "auto" is disabled from a covered cause of "loss", we will pay the towing cost to the nearest repair facility capable of making the necessary repairs, unless we agree with you in advance to tow to another repair facility.

4. **Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
  - b. "Loss" caused by hitting a bird or animal; and
  - c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

5. **Coverage Extensions**

- a. **Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Contractual Expenses**

For Hired Auto Physical Damage, if a covered cause of "loss" occurs to a vehicle rented or hired to an "insured" without a driver under a written rental contract or agreement, we will pay expenses an "insured" must legally pay as a condition of such written rental agreement for the lost net profit or rental value of such vehicle while it is being repaired.

However, the most we will pay is \$20 per day, to a maximum of \$600. This coverage does not apply to shipping containers.

## B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".
  - a. **Nuclear Hazard**
    - (1) The explosion of any weapon employing atomic fission or fusion; or
    - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
  - b. **War or Military Action**
    - (1) War, including undeclared or civil war;
    - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
    - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any of the following:
  - a. Radios, CD players, tape decks or other sound reproducing equipment, its antennas and other accessories, unless permanently installed in a covered "auto".
  - b. Tapes, records, discs or other audio and/or visual reproducing devices designed for use with audio and/or visual reproducing equipment.
  - c. Televisions, VCRs, DVD players, or citizens' band radios, including antennas and other accessories, unless permanently installed in a covered "auto".
  - d. Except for those listed in Paragraphs a., b., and c. above, any electronic equipment or electronic system designed for any purpose, including antennas and other accessories, unless permanently installed by the covered "auto's" factory at the time of assembly. This exclusion does not include vehicle operation recording devices.
  - e. Any covered "auto" from fire caused by collision with another object or overturn when Collision Coverage is not provided on the covered "auto".
  - f. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
  - g. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such contest or activity.
3. Except as provided in Paragraph A.5.b. above, we will not pay for loss of use.
4. We will not pay for "loss" to a covered "auto" that was repossessed because it was stolen from someone else. This exclusion applies even if you are an innocent purchaser of stolen property.
5. We will not pay for loss of fuel.
6. We will not pay for "loss" to a covered "auto" under Collision Coverage solely caused by property you are transporting in or on a covered "auto" unless loading and unloading.
7. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - a. Wear and tear, freezing, mechanical, structural, or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.
8. We will not pay for "loss" to a covered "auto" due to "diminution in value".



### **C. LIMIT OF INSURANCE**

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The "actual cash value" of the damaged or stolen property as of the time of "loss";
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. The amount shown in the Schedule of Autos or shown as Limit of Insurance elsewhere in the policy.
2. An adjustment for depreciation and physical condition will be made in determining "actual cash value" in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

### **D. DEDUCTIBLE**

For each covered "auto" in any one "accident", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

If you have a Collision Coverage "loss" to a covered "trailer" and a covered dolly, jeep or booster when attached together, then only one deductible will apply. The applicable deductible for the "loss" to this equipment shall be the highest single deductible for the covered equipment.

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## SECTION IV - BUSINESS AUTO CONDITIONS

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The following conditions apply in addition to the Common Policy Conditions.

### A. LOSS CONDITIONS

#### 1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either party may make a written request for an appraisal of the "loss". However, an appraisal will be made only if both you and we agree, voluntarily, to have the "loss" appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the "actual cash value" and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

An appraisal decision will not be binding on either party.

#### 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us:
  - (a) In the investigation or settlement of the claim; or
  - (b) In the investigation of, settlement of or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen and give us a copy of the police report you made in the event of a theft or other crime.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examination under oath at our request and give us a signed statement of your answers.

- (5) Take all reasonable steps to find and protect the covered "auto" from "loss" when an "employee" or driver in your service is missing with a covered "auto".

### **3. LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

### **4. LOSS PAYMENT - PHYSICAL DAMAGE COVERAGES**

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property that we pay for, repair or replace whether the "loss" is a partial "loss", total "loss" or a "constructive total loss". If you want to keep your damaged property, then the amount we pay will be reduced by the salvage value of the damaged property.

If we pay for the "loss" in money, our payment will include the applicable sales tax for the damaged or stolen property.

### **5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

We will be entitled to recovery only after the "insured" has been fully compensated for the "loss" sustained.

## **B. GENERAL CONDITIONS**

### **1. BANKRUPTCY**

Bankruptcy or insolvency of any "insured" or any "insured's" estate will not relieve us of any obligation under this Coverage Form.

### **2. CONCEALMENT, MISREPRESENTATION OR FRAUD**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

### **3. LIBERALIZATION**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### **4. NO BENEFIT TO BAILEE - PHYSICAL DAMAGE COVERAGES**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

### **5. OTHER INSURANCE**

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you do not own, the insurance provided by this Coverage Form is excess over any other collectible insurance or self insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.

- (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you hire, lease, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form, policy or self insurance covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms, policies and self insurance covering on the same basis.
- e. When the following applies:
  - (1) This Coverage Form and any other Coverage Form or policy providing liability, physical damage, uninsured and underinsured motorists coverage apply to an "auto" in a given "accident"; and:
  - (2) This Coverage Form provides coverage to an "insured" who:
    - (a) Is engaged in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed 90 days and rents or leases the "auto" to an individual; or
    - (b) Is a duly licensed "auto" dealer loaning an "auto" as a temporary replacement to a person whose "auto" is out of use because of its breakdown, repair or servicing; or
    - (c) Is a duly licensed "auto" dealer and loans the "auto" out for use as a demonstrator "auto"; and

- (3) The Other Coverage Form provides coverage to a person who is not working for, and not employed by, a business described in Paragraph (2) (a), (b) or (c) above, and who, at the time of the "accident" is operating an "auto" provided by a business described in Paragraph (2) (a), (b) or (c) above;

Then the other Coverage Form is primary and this Coverage Form is excess over any coverage available to the person described in Paragraph e.(3).

## 6. PREMIUM AUDIT

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

## 7. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory. The coverage territory is:
  - (1) The United States of America;
  - (2) The territories and possessions of the United States of America;
  - (3) Puerto Rico;
  - (4) Canada; and

**(5)** The coverage territory is extended to anywhere in the world if:

- (a)** A covered "auto" of the "private passenger type" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (b)** The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

**8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

- a.** If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.
- b.** If this policy issued to you and another policy issued to someone else by us apply to the same "accident", then any "loss" to the covered "auto" shall be reduced by amounts payable to you by the other person's insurance policy for damage to your covered "auto".

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## SECTION V - DEFINITIONS

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- A. **"Accident"** includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. **"Actual cash value"** is calculated as the amount it would cost to repair or replace covered property, at the time of "loss", with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. "Actual cash value" applies to valuation of covered property regardless of whether that property has sustained partial or total "loss". If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment. The "actual cash value" of the lost or damaged property may be significantly less than its replacement cost.
- C. **"Auto"** means:
1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
  2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
- D. **"Bodily injury"** means "bodily injury", sickness or disease sustained by a person including death resulting from any of these.
- E. **"Constructive total loss"** means a "loss" that results in the cost of repair or replacement plus the salvage value of the damaged property exceeding either the amount of insurance or the "actual cash value" of the damaged property at the time of "loss", whichever is less.
- F. **"Covered pollution cost or expense"** means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by any "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by any "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such damage.

- G. **"Diminution in value"** means the actual or perceived loss in market value or resale value which results from a "loss".
- H. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
- I. **"Insured"** means any person or organization qualifying as an "insured" in the Who is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each "insured" who is seeking coverage or against whom a claim or "suit" is brought.

**J. "Insured contract" means:**

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the loan, lease or rental, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" loaned, leased or rented by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

**K. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".**

**L. "Loss" means direct and accidental "loss" or damage.**

**M. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own, rent or lease. You may take this vehicle off the premises temporarily if it is not licensed and the sole purpose is one of the following:
  - a. The unlicensed vehicle is being taken for maintenance or repair; or
  - b. The unlicensed vehicle is being used to pick up or deliver your owned, leased or rented trailers requiring maintenance or repair.
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers;

6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
  - (1) Snow removal;
  - (2) Road maintenance, but not construction or resurfacing; or
  - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- N. **"Motor carrier"** means a person or organization providing transportation by "auto" in the furtherance of a commercial enterprise. A "motor carrier" is a private carrier and does not haul for hire.
- O. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- P. **"Private passenger type"** means a private passenger or station wagon type "auto" and includes an "auto" of the pick-up or van type if not used for business purposes.

Q. **"Property damage"** means damage to or loss of use of tangible property.

R. **"Suit"** means a civil proceeding in which:

- 1. Damages because of "bodily injury" or "properly damage"; or
- 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which any "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which any "insured" submits with our consent.

S. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

T. **"Trailer"** includes semitrailer or a dolly used to convert a semitrailer into a "trailer". "Trailer" does not include a shipping container, but does include the chassis used to transport it.

For Hired Auto Physical Damage Coverage only, "trailer" also includes shipping containers.

U. **"Trucker"** means any person or organization engaged in the business of transporting property by "auto" for hire.



POLICY NUMBER:

## COMMERCIAL AUTO COVERAGE PART ARKANSAS TRUCKERS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations - Item One. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - Definitions.

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### SECTION I - COVERED AUTOS

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Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

##### SYMBOL DESCRIPTION

**41= ANY AUTO.**

**42= OWNED AUTOS ONLY.** Only the "autos" you own (and for Liability Coverage any "trailers" you do not own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the policy begins.

**43= OWNED COMMERCIAL AUTOS ONLY.** Only those trucks, tractors and "trailers" you own (and for Liability Coverage any "trailers" you do not own while connected to a power unit you own). This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins.

**44= OWNED AUTOS SUBJECT TO NO-FAULT.** Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the No-Fault law in the state where they are licensed or principally garaged.

**45= OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW.** Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.

**46= SPECIFICALLY DESCRIBED AUTOS.** Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you do not own while attached to any power unit described in Item Three).

**47= HIRED AUTOS ONLY.** Only those "autos" you lease, hire, rent or borrow. This does not include any "private passenger type" "auto" you lease, hire, rent or borrow from any member of your household, any of your "employees", partners (if you are a partnership) members (if you are a limited liability company) or agents or members of their households.

**48= NONOWNED AUTOS ONLY.** Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "private passenger type" "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business.

**49= ANY AUTO EXCEPT A PRIVATE PASSENGER TYPE AUTO.** Any "auto" except for an owned "auto" of the "private passenger type".

**50= ANY AUTO EXCEPT A PRIVATE PASSENGER TYPE AUTO, VAN OR PICKUP.** Any "auto" except an owned "auto" of the "private passenger type" and any van or pickup truck of 3/4 Ton load capacity or less whether used for pleasure or business purposes.

**51= LEASED COMMERCIAL AUTOS.** Only those trucks, tractors and "trailers" leased by you under a written lease agreement of thirty (30) days or more and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

**52= SPECIFIC LEASED COMMERCIAL AUTOS.** Only those trucks, tractors and "trailers" shown on a Schedule on file with us that are leased by you under a written lease agreement of thirty (30) days or more and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

**53= HIRED COMMERCIAL AUTOS ONLY.** Only those trucks, tractors and "trailers" you lease, hire, rent or borrow without a driver for 30 days or less.

**54= HIRED PRIVATE PASSENGER TYPE AUTOS ONLY.** Only those "private passenger type" "autos" you hire, rent or borrow without a driver.

**55=** See the Declarations for the description of this symbol.

**59= INDEPENDENT CONTRACTOR COMMERCIAL AUTOS.** Only those trucks, tractors and "trailers" on file with us that are leased by the motor carrier shown in the Declarations under this symbol and only while under a written lease agreement of thirty (30) days or more. This includes only those "autos" for which a premium has been paid for the coverages offered by the policy and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

## **B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS**

1. If Symbols 41, 42, 43, 44, 45, 49 or 50 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire ownership of for the type described for the remainder of the policy period.
2. But, if Symbol 46 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire ownership of will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

## **C. CERTAIN TRAILERS, CERTAIN LEASED AUTOS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS**

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. Any "auto" you lease with a driver for more than 30 consecutive days will be considered a covered "auto" you own and not a covered "auto" you lease only while such leased "auto":
  - a. Is being used exclusively in your business as a "trucker"; and
  - b. Is being used pursuant to operating rights granted to you by a public authority.
3. "Mobile equipment" while being carried or towed by a covered "auto".
4. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

5. If Collision Coverage, Comprehensive Coverage or Specified Causes of Loss Coverage is provided by this Coverage Form on at least one covered "auto", then a temporary substitute vehicle is also a covered "auto". A temporary substitute vehicle means any "auto" you do not own which is provided for your use with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair; or
- c. Servicing.

6. Any "auto" that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged that would otherwise qualify as "mobile equipment".

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## SECTION II - LIABILITY COVERAGE

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### A. COVERAGE

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

### 1. WHO IS AN INSURED

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "private passenger type" "auto".
  - (2) Your "employee" or agent if the covered "auto" is a "private passenger type" "auto" and is owned by that "employee" or agent or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

- (5) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "private passenger type" "auto" owned by him or her or a member of his or her household.
- (6) Anyone described in paragraphs c., d. or e. below.
- c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected:
  - (1) Is being used exclusively in your business as a "trucker"; and
  - (2) Is being used pursuant to operating rights granted to you by a public authority.
- d. The owner or anyone else from whom you hire or borrow a covered "auto" without a driver that is not a "trailer" while the covered "auto":
  - (1) Is being used exclusively in your business as a "trucker"; and
  - (2) Is being used pursuant to operating rights granted to you by a public authority.
- e. The owner or anyone else from whom you lease, for more than 30 consecutive days, a covered "auto" with a driver while the covered "auto":
  - (1) Is being used exclusively in your business as a "trucker"; and
  - (2) Is being used pursuant to operating rights granted to you by a public authority.

However, none of the following is an "insured":

- a. Any "trucker", or his or her agents or "employees", other than you and your "employees":
  - (1) If the "trucker" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.
  - (2) If the "trucker" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are being used exclusively in the "truckers" business and pursuant to operating rights granted to the "trucker" by a public authority.
- b. Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily injury" or "property damage" occurs while the "trailer" is detached from a covered "auto" you are using and:
  - (1) Is being transported by the carrier; or
  - (2) Is being loaded on or unloaded from any unit of transportation by the carrier.

## 2. COVERAGE EXTENSIONS

### a. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or a "suit" against any "insured" we defend:

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against any "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by any "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against any "insured" in any "suit" against any "insured" we defend.

- (6) Interest on the amount of any judgment that accrues after entry of the judgment in any "suit" against any "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less.
- (7) Prejudgment interest on the amount of any judgment that accrues before entry of the judgment in any "suit" against any "insured" we defend on that part of the judgment we pay. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (8) Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an "insured" are deemed to be expenses we shall pay for provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which liability coverage applies are alleged.

These payments will not reduce the Limit of Insurance.

## **b. Out-of-State Coverage Extensions**

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
  - (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.
- c. We will not pay anyone more than once for the same elements of "loss" because of these extensions.

## **B. EXCLUSIONS**

This insurance does not apply to any of the following:

### **1. EXPECTED OR INTENDED INJURY**

"Bodily injury" or "property damage" expected or intended from the standpoint of any "insured".

### **2. CONTRACTUAL LIABILITY**

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That any "insured" would have in the absence of the contract or agreement.

### **3. WORKERS COMPENSATION AND SIMILAR LAWS**

Any obligation for which any "insured" or any "insured's" insurer may be held liable under any workers compensation, disability benefits or unemployment compensation law or any similar law.

#### **4. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY**

"Bodily injury" to:

- a. An "employee" of any "insured" arising out of and in the course of:
  - (1) Employment by any "insured"; or
  - (2) Performing the duties related to the conduct of any "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether any "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

For this exclusion only, "employee" does not include a "leased worker" or a "temporary worker".

This exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers compensation benefits or to liability assumed by any "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### **5. FELLOW EMPLOYEE**

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

#### **6. DAMAGE TO PROPERTY**

A "covered pollution cost or expense" or "property damage" to property owned or transported by any "insured" or in any "insured's" care, custody or control. But this exclusion does not apply to liability:

- a. Assumed under a sidetrack agreement; or

- b. For "property damage" caused by an "insured" to any "auto" you lease with a driver for more than 30 consecutive days and only while such leased "auto":

- (1) is being used exclusively in your business as a "trucker";
- (2) is being used pursuant to operating rights granted to you by a public authority; and
- (3) is not being attended to, serviced, towed, repaired, parked or stored, for a fee.

This provision does not apply if the damage is caused by the lessor, lessor's agent or the lessor's driver.

#### **7. HANDLING OF PROPERTY**

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by any "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by any "insured".

#### **8. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE**

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### **9. OPERATIONS**

"Bodily injury", "property damage" or "covered pollution cost or expense" arising out of the operation of:

- a. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers;
- b. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

- c. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

## 10. COMPLETED OPERATIONS

"Bodily injury", "property damage" or "covered pollution cost or expense" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf, and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

## 11. POLLUTION

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by any "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by any "insured".

Paragraphs a. and b. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such damage.

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

## 12. WAR

"Bodily injury", "property damage" or "covered pollution cost or expense" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### **13. WRONG DELIVERY OF PRODUCTS**

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the delivery of any product into the wrong receptacle or to the wrong address, or from the delivery of one product for another, if the "bodily injury", "property damage" or "covered pollution cost or expense" occurs after delivery has been completed. Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

### **14. RACING**

"Bodily injury", "property damage", or "covered pollution cost or expense" arising out of the operation of a covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such contest or activity.

### **C. LIMIT OF INSURANCE**

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.



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## SECTION IV - PHYSICAL DAMAGE COVERAGE

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### A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:

**a. Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**b. Specified Causes of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

**c. Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**2. Fluids Extension**

Subject to the Limit of Insurance, we will pay for loss of fluids, except fuel, necessary to operate a covered "auto" or its equipment. We will pay only if the fluids loss was caused by other "loss" that is covered by this insurance. Covered fluids include oil, antifreeze, hydraulic fluids and freon. Fuel that is not covered includes diesel fuel, gasoline, alcohol or compressed gasses.

**3. Towing**

In addition to the Limit of Insurance, when a covered "auto" is disabled from a covered cause of "loss", we will pay the towing cost to the nearest repair facility capable of making the necessary repairs, unless we agree with you in advance to tow to another repair facility.

**4. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

**5. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**b. Contractual Expenses**

For Hired Auto Physical Damage, if a covered cause of "loss" occurs to a vehicle rented or hired to an "insured" without a driver under a written rental contract or agreement, we will pay expenses an "insured" must legally pay as a condition of such written rental agreement for the lost net profit or rental value of such vehicle while it is being repaired.

However, the most we will pay is \$20 per day, to a maximum of \$600. This coverage does not apply to shipping containers.

## 6. Downtime Coverage

For any covered physical damage "loss" to a covered "auto", we will provide "downtime" coverage beginning 35 days after all the conditions in the "downtime period" have been met.

## B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

### b. War or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any of the following:

- a. Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
- b. Radios, CD players, tape decks or other sound reproducing equipment, its antennas and other accessories, unless permanently installed in a covered "auto".

- c. Tapes, records, discs or other audio and/or visual reproducing devices designed for use with audio and/or visual reproducing equipment.

- d. Televisions, VCRs, DVD players, or citizens' band radios, including antennas and other accessories, unless permanently installed in a covered "auto".

- e. Except for those listed in Paragraphs b., c., and d. above, any electronic equipment or electronic system designed for any purpose, including antennas and other accessories, unless permanently installed by the covered "auto's" factory at the time of assembly. This exclusion does not include vehicle operation recording devices.

- f. Any covered "auto" from fire caused by collision with another object or overturn when Collision Coverage is not provided on the covered "auto".

- g. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

- h. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such contest or activity.

3. Except as provided in Paragraphs A.5.b. and A.6. above, we will not pay for loss of use.

4. We will not pay for "loss" to a covered "auto" that was repossessed because it was stolen from someone else. This exclusion applies even if you are an innocent purchaser of stolen property.

5. We will not pay for loss of fuel.

6. We will not pay for "loss" to a covered "auto" under Collision Coverage solely caused by property you are transporting in or on a covered "auto" unless loading and unloading.

7. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - a. Wear and tear, freezing, mechanical, structural, or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.
8. We will not pay for "loss" to a covered "auto" due to "diminution in value".
9. No "downtime" coverage applies:
  - a. For the theft of a covered "auto".
  - b. In the event of a total "loss" or "constructive total loss" to a covered "auto".
  - c. While there are spare or reserve "autos" available to you for your operation.

#### **C. LIMIT OF INSURANCE**

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The "actual cash value" of the damaged or stolen property as of the time of "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. The amount shown in the Schedule of Autos or shown as Limit of Insurance elsewhere in the policy.
2. An adjustment for depreciation and physical condition will be made in determining "actual cash value" in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### **4. Downtime Coverage**

- a. We will pay \$450 per week per "auto" for each seven (7) calendar days of the "downtime period" for which "downtime" coverage applies. For any remaining calendar days for which "downtime" coverage applies, we will pay the amount on a pro rated basis.
- b. "Downtime" coverage is subject to a maximum of eight (8) weeks per "loss".

#### **D. DEDUCTIBLE**

For each covered "auto" in any one "accident", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

If you have a Collision Coverage "loss" to a covered "trailer" and a covered dolly, jeep or booster when attached together, then only one deductible will apply. The applicable deductible for the "loss" to this equipment shall be the highest single deductible for the covered equipment.

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## SECTION V - TRUCKERS CONDITIONS

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The following conditions apply in addition to the Common Policy Conditions:

### A. LOSS CONDITIONS

#### 1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either party may make a written request for an appraisal of the "loss". However, an appraisal will be made only if both you and we agree, voluntarily, to have the "loss" appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the "actual cash value" and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

An appraisal decision will not be binding on either party.

#### 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us:
  - (a) In the investigation or settlement of the claim; or
  - (b) In the investigation of, settlement of or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen and give us a copy of the police report you made in the event of a theft or other crime.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examination under oath at our request and give us a signed statement of your answers.

- (5) Take all reasonable steps to find and protect the covered "auto" from "loss" when an "employee" or driver in your service is missing with a covered "auto".

### **3. LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

### **4. LOSS PAYMENT - PHYSICAL DAMAGE COVERAGES**

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property that we pay for, repair or replace whether the "loss" is a partial "loss", total "loss" or a "constructive total loss". If you want to keep your damaged property, then the amount we pay will be reduced by the salvage value of the damaged property.

If we pay for the "loss" in money, our payment will include the applicable sales tax for the damaged or stolen property.

### **5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

We will be entitled to recovery only after the "insured" has been fully compensated for the "loss" sustained.

## **B. GENERAL CONDITIONS**

### **1. BANKRUPTCY**

Bankruptcy or insolvency of any "insured" or any "insured's" estate will not relieve us of any obligation under this Coverage Form.

### **2. CONCEALMENT, MISREPRESENTATION OR FRAUD**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

### **3. LIBERALIZATION**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### **4. NO BENEFIT TO BAILEE - PHYSICAL DAMAGE COVERAGES**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

### **5. OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS**

a. This Coverage Form's Liability Coverage is primary for any covered "auto" while hired or borrowed by you and used exclusively in your business as a "trucker" and pursuant to operating rights granted to you by a public authority. This Coverage Form's Liability Coverage is excess over any other collectible insurance or self insurance for any covered "auto" while hired or borrowed from you by another "trucker". However, while a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Liability Coverage is:

- (1) On the same basis, primary or excess, as for the power unit if the power unit is a covered "auto".

- (2) Excess if the power unit is not a covered "auto".
- b. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".
- c. Except as provided in Paragraphs a. and b. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you do not own.
- d. For Hired Auto Physical Damage Coverage, any covered "auto" you hire, lease, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- e. Regardless of the provisions of Paragraphs a., b. and c. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- f. When this Coverage Form and any other Coverage Form, policy or self insurance covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms, policies and self insurance covering on the same basis.
- g. When the following applies:
  - (1) This Coverage Form and any other Coverage Form or policy providing liability, physical damage, uninsured and underinsured motorists coverage apply to an "auto" in a given "accident"; and:
  - (2) This Coverage Form provides coverage to an "insured" who:
    - (a) Is engaged in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed 90 days and rents or leases the "auto" to an individual; or

- (b) Is a duly licensed "auto" dealer loaning an "auto" as a temporary replacement to a person whose "auto" is out of use because of its breakdown, repair or servicing; or
- (c) Is a duly licensed "auto" dealer and loans the "auto" out for use as a demonstrator "auto"; and

- (3) The Other Coverage Form provides coverage to a person who is not working for, and not employed by, a business described in Paragraph (2) (a), (b) or (c) above, and who, at the time of the "accident" is operating an "auto" provided by a business described in Paragraph (2) (a), (b) or (c) above;

Then the other Coverage Form is primary and this Coverage Form is excess over any coverage available to the person described in Paragraph g.(3).

## 6. PREMIUM AUDIT

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

## 7. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and

**b.** Within the coverage territory. The coverage territory is:

- (1)** The United States of America;
- (2)** The territories and possessions of the United States of America;
- (3)** Puerto Rico;
- (4)** Canada; and
- (5)** The coverage territory is extended to anywhere in the world if:
  - (a)** A covered "auto" of the "private passenger type" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
  - (b)** The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

## **8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

- a.** If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.
- b.** If this policy issued to you and another policy issued to someone else by us apply to the same "accident", then any "loss" to the covered "auto" shall be reduced by amounts payable to you by the other person's insurance policy for damage to your covered "auto".

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## SECTION VI - DEFINITIONS

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- A. **"Accident"** includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. **"Actual cash value"** is calculated as the amount it would cost to repair or replace covered property, at the time of "loss", with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. "Actual cash value" applies to valuation of covered property regardless of whether that property has sustained partial or total "loss". If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment. The "actual cash value" of the lost or damaged property may be significantly less than its replacement cost.
- C. **"Auto"** means:
1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
  2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- D. **"Bodily injury"** means "bodily injury", sickness or disease sustained by a person including death resulting from any of these.
- E. **"Constructive total loss"** means a "loss" that results in the cost of repair or replacement plus the salvage value of the damaged property exceeding either the amount of insurance or the "actual cash value" of the damaged property at the time of "loss", whichever is less.
- F. **"Covered pollution cost or expense"** means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants",

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by any "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by any "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such damage.

- G. **"Diminution in value"** means the actual or perceived loss in market value or resale value which results from a "loss".
- H. **"Downtime"** means the time a covered "auto" is out of service for repair and in the custody of a repair facility.
- I. **"Downtime period"** begins on the first day that each of the following conditions are met:
1. We have given you our agreement to pay for final repairs;
  2. You have given the repair facility your authorization for final repairs; and
  3. The covered "auto" is out of service for repair and in the custody of a repair facility.



The "downtime period" ends when repairs to the covered "auto" have been completed by the repair facility and they determine the "auto" is road-worthy. The "downtime period" will not be extended if additional repairs are required after the "auto" is determined to be road-worthy.

- J. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
- K. **"Insured"** means any person or organization qualifying as an "insured" in the Who is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each "insured" who is seeking coverage or against whom a claim or "suit" is brought.
- L. **"Insured contract"** means:
  - 1. A lease of premises;
  - 2. A sidetrack agreement;
  - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
  - 6. That part of any contract or agreement entered into, as part of your business, pertaining to the loan, lease or rental, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" loaned, leased or rented by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- M. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
  - N. **"Loss"** means direct and accidental "loss" or damage.
  - O. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:
    - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
    - 2. Vehicles maintained for use solely on or next to premises you own, rent or lease. You may take this vehicle off the premises temporarily if it is not licensed and the sole purpose is one of the following:
      - a. The unlicensed vehicle is being taken for maintenance or repair; or
      - b. The unlicensed vehicle is being used to pick up or deliver your owned, leased or rented trailers requiring maintenance or repair.
    - 3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- P. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- Q. **"Private passenger type"** means a private passenger or station wagon type "auto" and includes an "auto" of the pick-up or van type if not used for business purposes.
- R. **"Property damage"** means damage to or loss of use of tangible property.
- S. **"Suit"** means a civil proceeding in which:
  1. Damages because of "bodily injury" or "property damage"; or
  2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
 "Suit" includes:
  - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which any "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which any "insured" submits with our consent.
- T. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- U. **"Trailer"** includes semitrailer or a dolly used to convert a semitrailer into a "trailer". "Trailer" does not include a shipping container, but does include the chassis used to transport it.  
  
For Hired Auto Physical Damage Coverage only, "trailer" also includes shipping containers.
- V. **"Trucker"** means any person or organization engaged in the business of transporting property by "auto" for hire.

POLICY NUMBER:

## COMMERCIAL AUTO COVERAGE PART ARKANSAS TRUCKERS PHYSICAL DAMAGE COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations - Item One. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - Definitions.

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### SECTION I - COVERED AUTOS

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Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

##### SYMBOL DESCRIPTION

**42= OWNED AUTOS ONLY.** Only the "autos" you own. This includes those "autos" you acquire ownership of after the policy begins.

**43= OWNED COMMERCIAL AUTOS ONLY.** Only those trucks, tractors and "trailers" you own. This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins.

**46= SPECIFICALLY DESCRIBED AUTOS.** Only those "autos" described in Item Three of the Declarations for which a premium charge is shown.

**51= LEASED COMMERCIAL AUTOS.** Only those trucks, tractors and "trailers" leased by you under a written lease agreement of thirty (30) days or more and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

**52= SPECIFIC LEASED COMMERCIAL AUTOS.** Only those trucks, tractors and "trailers" shown on a Schedule on file with us that are leased by you under a written lease agreement of thirty (30) days or more and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

**53= HIRED COMMERCIAL AUTOS ONLY.** Only those trucks, tractors and "trailers" you lease, hire, rent or borrow without a driver for 30 days or less.

**54= HIRED PRIVATE PASSENGER TYPE AUTOS ONLY.** Only those "private passenger type" "autos" you hire, rent or borrow without a driver.

**55=** See the Declarations for the description of this symbol.

**59= INDEPENDENT CONTRACTOR COMMERCIAL AUTOS.** Only those trucks, tractors and "trailers" on file with us that are leased by the motor carrier shown in the Declarations under this symbol and only while under a written lease agreement of thirty (30) days or more. This includes only those "autos" for which a premium has been paid for the coverages offered by the policy and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

**B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS**

1. If Symbols 42 or 43 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire ownership of for the type described for the remainder of the policy period.
2. But, if Symbol 46 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire ownership of will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

**C.** If Collision Coverage, Comprehensive Coverage or Specified Causes of Loss Coverage is provided by this Coverage Form on at least one covered "auto", then a temporary substitute vehicle is also a covered "auto". A temporary substitute vehicle means any "auto" you do not own which is provided for your use with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

1. Breakdown;
2. Repair; or
3. Servicing.

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## SECTION IV - PHYSICAL DAMAGE COVERAGE

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### A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:

**a. Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**b. Specified Causes of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

**c. Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**2. Fluids Extension**

Subject to the Limit of Insurance, we will pay for loss of fluids, except fuel, necessary to operate a covered "auto" or its equipment. We will pay only if the fluids loss was caused by other "loss" that is covered by this insurance. Covered fluids include oil, antifreeze, hydraulic fluids and freon. Fuel that is not covered includes diesel fuel, gasoline, alcohol or compressed gasses.

**3. Towing**

In addition to the Limit of Insurance, when a covered "auto" is disabled from a covered cause of "loss", we will pay the towing cost to the nearest repair facility capable of making the necessary repairs, unless we agree with you in advance to tow to another repair facility.

**4. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

**5. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**b. Contractual Expenses**

For Hired Auto Physical Damage, if a covered cause of "loss" occurs to a vehicle rented or hired to an "insured" without a driver under a written rental contract or agreement, we will pay expenses an "insured" must legally pay as a condition of such written rental agreement for the lost net profit or rental value of such vehicle while it is being repaired.

However, the most we will pay is \$20 per day, to a maximum of \$600. This coverage does not apply to shipping containers.

## 6. Downtime Coverage

For any covered physical damage "loss" to a covered "auto", we will provide "downtime" coverage beginning 35 days after all the conditions in the "downtime period" have been met.

## B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

### b. War or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any of the following:

- a. Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
- b. Radios, CD players, tape decks or other sound reproducing equipment, its antennas and other accessories, unless permanently installed in a covered "auto".

- c. Tapes, records, discs or other audio and/or visual reproducing devices designed for use with audio and/or visual reproducing equipment.

- d. Televisions, VCRs, DVD players, or citizens' band radios, including antennas and other accessories, unless permanently installed in a covered "auto".

- e. Except for those listed in Paragraphs b., c., and d. above, any electronic equipment or electronic system designed for any purpose, including antennas and other accessories, unless permanently installed by the covered "auto's" factory at the time of assembly. This exclusion does not include vehicle operation recording devices.

- f. Any covered "auto" from fire caused by collision with another object or overturn when Collision Coverage is not provided on the covered "auto".

- g. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

- h. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such contest or activity.

3. Except as provided in Paragraphs A.5.b. and A.6. above, we will not pay for loss of use.

4. We will not pay for "loss" to a covered "auto" that was repossessed because it was stolen from someone else. This exclusion applies even if you are an innocent purchaser of stolen property.

5. We will not pay for loss of fuel.

6. We will not pay for "loss" to a covered "auto" under Collision Coverage solely caused by property you are transporting in or on a covered "auto" unless loading and unloading.

7. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - a. Wear and tear, freezing, mechanical, structural, or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.
8. We will not pay for "loss" to a covered "auto" due to "diminution in value".
9. No "downtime" coverage applies:
  - a. For the theft of a covered "auto".
  - b. In the event of a total "loss" or "constructive total loss" to a covered "auto".
  - c. While there are spare or reserve "autos" available to you for your operation.

#### **C. LIMIT OF INSURANCE**

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The "actual cash value" of the damaged or stolen property as of the time of "loss";
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. The amount shown in the Schedule of Autos or shown as Limit of Insurance elsewhere in the policy.

2. An adjustment for depreciation and physical condition will be made in determining "actual cash value" in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
4. **Downtime Coverage**
  - a. We will pay \$450 per week per "auto" for each seven (7) calendar days of the "downtime period" for which "downtime" coverage applies. For any remaining calendar days for which "downtime" coverage applies, we will pay the amount on a pro rated basis.
  - b. "Downtime" coverage is subject to a maximum of eight (8) weeks per "loss".

#### **D. DEDUCTIBLE**

For each covered "auto" in any one "accident", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

If you have a Collision Coverage "loss" to a covered "trailer" and a covered dolly, jeep or booster when attached together, then only one deductible will apply. The applicable deductible for the "loss" to this equipment shall be the highest single deductible for the covered equipment.

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## SECTION V - TRUCKERS CONDITIONS

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The following conditions apply in addition to the Common Policy Conditions:

### A. LOSS CONDITIONS

#### 1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either party may make a written request for an appraisal of the "loss". However, an appraisal will be made only if both you and we agree, voluntarily, to have the "loss" appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the "actual cash value" and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

An appraisal decision will not be binding on either party.

#### 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Cooperate with us in the investigation or settlement of the claim.

- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen and give us a copy of the police report you made in the event of a theft or other crime.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examination under oath at our request and give us a signed statement of your answers.
- (5) Take all reasonable steps to find and protect the covered "auto" from "loss" when an "employee" or driver in your service is missing with a covered "auto".

#### 3. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.



#### **4. LOSS PAYMENT - PHYSICAL DAMAGE COVERAGES**

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property that we pay for, repair or replace whether the "loss" is a partial "loss", total "loss" or a "constructive total loss". If you want to keep your damaged property, then the amount we pay will be reduced by the salvage value of the damaged property.

If we pay for the "loss" in money, our payment will include the applicable sales tax for the damaged or stolen property.

#### **5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

We will be entitled to recovery only after the "insured" has been fully compensated for the "loss" sustained.

### **B. GENERAL CONDITIONS**

#### **1. BANKRUPTCY**

Bankruptcy or insolvency of any "insured" or any "insured's" estate will not relieve us of any obligation under this Coverage Form.

#### **2. CONCEALMENT, MISREPRESENTATION OR FRAUD**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

#### **3. LIBERALIZATION**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### **4. NO BENEFIT TO BAILEE - PHYSICAL DAMAGE COVERAGES**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

#### **5. OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS**

- a. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".
- b. Except as provided in Paragraph a. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you do not own.
- c. For Hired Auto Physical Damage Coverage, any covered "auto" you hire, lease, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- d. When this Coverage Form and any other Coverage Form, policy or self insurance covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms, policies and self insurance covering on the same basis.

e. When the following applies:

- (1) This Coverage Form and any other Coverage Form or policy providing liability, physical damage, uninsured and underinsured motorists coverage apply to an "auto" in a given "accident"; and:
- (2) This Coverage Form provides coverage to an "insured" who:
  - (a) Is engaged in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed 90 days and rents or leases the "auto" to an individual; or
  - (b) Is a duly licensed "auto" dealer loaning an "auto" as a temporary replacement to a person whose "auto" is out of use because of its breakdown, repair or servicing; or
  - (c) Is a duly licensed "auto" dealer and loans the "auto" out for use as a demonstrator "auto"; and
- (3) The Other Coverage Form provides coverage to a person who is not working for, and not employed by, a business described in Paragraph (2) (a), (b) or (c) above, and who, at the time of the "accident" is operating an "auto" provided by a business described in Paragraph (2) (a), (b) or (c) above;

Then the other Coverage Form is primary and this Coverage Form is excess over any coverage available to the person described in Paragraph e.(3).

## **6. PREMIUM AUDIT**

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium

exceeds the final premium due, the first Named Insured will get a refund.

- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

## **7. POLICY PERIOD, COVERAGE TERRITORY**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory. The coverage territory is:
  - (1) The United States of America;
  - (2) The territories and possessions of the United States of America;
  - (3) Puerto Rico;
  - (4) Canada; and
  - (5) The coverage territory is extended to anywhere in the world if:
    - (a) A covered "auto" of the "private passenger type" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
    - (b) The "insured's" responsibility to pay damages is determined in a suit on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

## **8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

If this policy issued to you and another policy issued to someone else by us apply to the same "accident", then any "loss" to the covered "auto" shall be reduced by amounts payable to you by the other person's insurance policy for damage to your covered "auto".

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## SECTION VI - DEFINITIONS

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A. **"Accident"** includes continuous or repeated exposure to the same conditions resulting in "property damage".

B. **"Actual cash value"** is calculated as the amount it would cost to repair or replace covered property, at the time of "loss", with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. "Actual cash value" applies to valuation of covered property regardless of whether that property has sustained partial or total "loss". If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment. The "actual cash value" of the lost or damaged property may be significantly less than its replacement cost.

C. **"Auto"** means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment"; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

D. **"Constructive total loss"** means a "loss" that results in the cost of repair or replacement plus the salvage value of the damaged property exceeding either the amount of insurance or the "actual cash value" of the damaged property at the time of "loss", whichever is less.

E. **"Diminution in value"** means the actual or perceived loss in market value or resale value which results from a "loss".

F. **"Downtime"** means the time a covered "auto" is out of service for repair and in the custody of a repair facility.

G. **"Downtime period"** begins on the first day that each of the following conditions are met:

1. We have given you our agreement to pay for final repairs;
2. You have given the repair facility your authorization for final repairs; and
3. The covered "auto" is out of service for repair and in the custody of a repair facility.

The "downtime period" ends when repairs to the covered "auto" have been completed by the repair facility and they determine the "auto" is road-worthy. The "downtime period" will not be extended if additional repairs are required after the "auto" is determined to be road-worthy.

H. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

I. **"Insured"** means any person or organization qualifying as an "insured" in the Who is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each "insured" who is seeking coverage or against whom a claim is brought.

J. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

K. **"Loss"** means direct and accidental "loss" or damage.

L. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own, rent or lease. You may take this vehicle off the premises temporarily if it is not licensed and the sole purpose is one of the following:
  - a. The unlicensed vehicle is being taken for maintenance or repair; or
  - b. The unlicensed vehicle is being used to pick up or deliver your owned, leased or rented trailers requiring maintenance or repair.
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- M. **"Private passenger type"** means a private passenger or station wagon type "auto" and includes an "auto" of the pick-up or van type if not used for business purposes.
- N. **"Property damage"** means damage to or loss of use of tangible property.
- O. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. **"Trailer"** includes semitrailer or a dolly used to convert a semitrailer into a "trailer". "Trailer" does not include a shipping container, but does include the chassis used to transport it.  
  
For Hired Auto Physical Damage Coverage only, "trailer" also includes shipping containers.
- Q. **"Trucker"** means any person or organization engaged in the business of transporting property by "auto" for hire.

POLICY NUMBER:

## COMMERCIAL AUTO COVERAGE PART ARKANSAS NON-TRUCKING USE COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations - Item One. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - Definitions.

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### SECTION I - COVERED AUTOS

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Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

##### SYMBOL DESCRIPTION

#### 43= OWNED COMMERCIAL AUTOS ONLY.

Only those trucks, tractors and "trailers" you own (and for Liability Coverage any "trailers" you do not own while connected to a power unit you own). This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins.

#### 44= OWNED AUTOS SUBJECT TO NO-FAULT.

Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the No-Fault law in the state where they are licensed or principally garaged.

#### 45= OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW.

Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.

**46= SPECIFICALLY DESCRIBED AUTOS.** Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you do not own while attached to any power unit described in Item Three).

**51= LEASED COMMERCIAL AUTOS.** Only those trucks, tractors and "trailers" leased by you under a written lease agreement of thirty (30) days or more and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

**52= SPECIFIC LEASED COMMERCIAL AUTOS.** Only those trucks, tractors and "trailers" shown on a Schedule on file with us that are leased by you under a written lease agreement of thirty (30) days or more and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

**53= HIRED COMMERCIAL AUTOS ONLY.** Only those trucks, tractors and "trailers" you lease, hire, rent or borrow without a driver for 30 days or less.

**55=** See the Declarations for the description of this symbol.

**59= INDEPENDENT CONTRACTOR COMMERCIAL AUTOS.** Only those trucks, tractors and "trailers" on file with us that are leased by the motor carrier shown in the Declarations under this symbol and only while under a written lease agreement of thirty (30) days or more. This includes only those "autos" for which a premium has been paid for the coverages offered by the policy and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

**B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS**

1. If Symbols 43, 44 or 45 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire ownership of for the type described for the remainder of the policy period.
2. But, if Symbol 46 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire ownership of will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

**C. CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS**

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

4. If Collision Coverage, Comprehensive Coverage or Specified Causes of Loss Coverage is provided by this Coverage Form on at least one covered "auto", then a temporary substitute vehicle is also a covered "auto". A temporary substitute vehicle means any "auto" you do not own which is provided for your use with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair; or
  - c. Servicing.
5. Any "auto" that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged that would otherwise qualify as "mobile equipment".

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## SECTION II - LIABILITY COVERAGE

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### A. COVERAGE

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" only while:

1. A covered "auto" is not used to carry property in any business; and
2. A covered "auto" is not used in the business of anyone to whom the "auto" is rented, leased or loaned.

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

#### 1. WHO IS AN INSURED

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

- (2) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

- c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is being used exclusively by you and:

- (1) Is not used to carry property in any business; and
- (2) Is not used in the business of anyone to whom the "auto" is rented, leased or loaned.

However, Who is an Insured does not include anyone engaged in the business of transporting property by "auto" for hire who is liable for your conduct.

### 2. COVERAGE EXTENSIONS

#### a. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or a "suit" against any "insured" we defend:

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against any "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by any "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against any "insured" in any "suit" against any "insured" we defend.

- (6) Interest on the amount of any judgment that accrues after entry of the judgment in any "suit" against any "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less.
- (7) Prejudgment interest on the amount of any judgment that accrues before entry of the judgment in any "suit" against any "insured" we defend on that part of the judgment we pay. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (8) Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an "insured" are deemed to be expenses we shall pay for provided:
- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which liability coverage applies are alleged.

These payments will not reduce the Limit of Insurance.

#### **b. Out-of-State Coverage Extensions**

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
  - (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.
- c. We will not pay anyone more than once for the same elements of "loss" because of these extensions.

#### **B. EXCLUSIONS**

This insurance does not apply to any of the following:

##### **1. EXPECTED OR INTENDED INJURY**

"Bodily injury" or "property damage" expected or intended from the standpoint of any "insured".

##### **2. CONTRACTUAL LIABILITY**

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That any "insured" would have in the absence of the contract or agreement.

##### **3. WORKERS COMPENSATION AND SIMILAR LAWS**

Any obligation for which any "insured" or any "insured's" insurer may be held liable under any workers compensation, disability benefits or unemployment compensation law or any similar law.



#### **4. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY**

"Bodily injury" to:

- a. An "employee" of any "insured" arising out of and in the course of:
  - (1) Employment by any "insured"; or
  - (2) Performing the duties related to the conduct of any "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether any "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

For this exclusion only, "employee" does not include a "leased worker" or a "temporary worker".

This exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers compensation benefits or to liability assumed by any "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### **5. FELLOW EMPLOYEE**

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

#### **6. DAMAGE TO PROPERTY**

A "covered pollution cost or expense" or "property damage" to property owned or transported by any "insured" or in any "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### **7. HANDLING OF PROPERTY**

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by any "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by any "insured".

#### **8. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE**

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### **9. OPERATIONS**

"Bodily injury", "property damage" or "covered pollution cost or expense" arising out of the operation of:

- a. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers;
- b. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- c. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

#### **10. COMPLETED OPERATIONS**

"Bodily injury", "property damage" or "covered pollution cost or expense" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf, and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

## **11. POLLUTION**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by any "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by any "insured".

Paragraphs a. and b. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such damage.

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

## **12. WAR**

"Bodily injury", "property damage" or "covered pollution cost or expense" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## **13. WRONG DELIVERY OF PRODUCTS**

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the delivery of any product into the wrong receptacle or to the wrong address, or from the delivery of one product for another, if the "bodily injury", "property damage" or "covered pollution cost or expense" occurs after delivery has been completed. Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

#### **14. RACING**

"Bodily injury", "property damage", or "covered pollution cost or expense" arising out of the operation of a covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such contest or activity.

#### **15. TRUCKING OPERATIONS**

This insurance does not apply to:

- a. A covered "auto" while used to carry property in any business; or
- b. A covered "auto" while used in the business of anyone to whom the "auto" is rented, leased or loaned.

#### **C. LIMIT OF INSURANCE**

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

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## SECTION IV - PHYSICAL DAMAGE COVERAGE

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### A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
    - (2) The covered "auto's" overturn.

- b. **Specified Causes of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
    - (2) Theft;
    - (3) Windstorm, hail or earthquake;
    - (4) Flood;
    - (5) Mischief or vandalism; or
    - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
    - (2) The covered "auto's" overturn.

2. **Fluids Extension**

Subject to the Limit of Insurance, we will pay for loss of fluids, except fuel, necessary to operate a covered "auto" or its equipment. We will pay only if the fluids loss was caused by other "loss" that is covered by this insurance. Covered fluids include oil, antifreeze, hydraulic fluids and freon. Fuel that is not covered includes diesel fuel, gasoline, alcohol or compressed gasses.

3. **Towing**

In addition to the Limit of Insurance, when a covered "auto" is disabled from a covered cause of "loss", we will pay the towing cost to the nearest repair facility capable of making the necessary repairs, unless we agree with you in advance to tow to another repair facility.

4. **Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
  - b. "Loss" caused by hitting a bird or animal; and
  - c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

5. **Coverage Extensions**

- a. **Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Contractual Expenses**

For Hired Auto Physical Damage, if a covered cause of "loss" occurs to a vehicle rented or hired to an "insured" without a driver under a written rental contract or agreement, we will pay expenses an "insured" must legally pay as a condition of such written rental agreement for the lost net profit or rental value of such vehicle while it is being repaired.

However, the most we will pay is \$20 per day, to a maximum of \$600. This coverage does not apply to shipping containers.

## 6. Downtime Coverage

For any covered physical damage "loss" to a covered "auto", we will provide "downtime" coverage beginning 35 days after all the conditions in the "downtime period" have been met.

## B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

### b. War or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any of the following:

- a. Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
- b. Radios, CD players, tape decks or other sound reproducing equipment, its antennas and other accessories, unless permanently installed in a covered "auto".

- c. Tapes, records, discs or other audio and/or visual reproducing devices designed for use with audio and/or visual reproducing equipment.

- d. Televisions, VCRs, DVD players, or citizens' band radios, including antennas and other accessories, unless permanently installed in a covered "auto".

- e. Except for those listed in Paragraphs b., c., and d. above, any electronic equipment or electronic system designed for any purpose, including antennas and other accessories, unless permanently installed by the covered "auto's" factory at the time of assembly. This exclusion does not include vehicle operation recording devices.

- f. Any covered "auto" from fire caused by collision with another object or overturn when Collision Coverage is not provided on the covered "auto".

- g. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

- h. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such contest or activity.

3. Except as provided in Paragraph A.5.b. and A.6. above, we will not pay for loss of use.

4. We will not pay for "loss" to a covered "auto" that was repossessed because it was stolen from someone else. This exclusion applies even if you are an innocent purchaser of stolen property.

5. We will not pay for loss of fuel.

6. We will not pay for "loss" to a covered "auto" under Collision Coverage solely caused by property you are transporting in or on a covered "auto" unless loading and unloading.

7. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - a. Wear and tear, freezing, mechanical, structural, or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.
8. We will not pay for "loss" to a covered "auto" due to "diminution in value".
9. No "downtime" coverage applies:
  - a. For the theft of a covered "auto".
  - b. In the event of a total "loss" or "constructive total loss" to a covered "auto".
  - c. While there are spare or reserve "autos" available to you for your operation.

#### **C. LIMIT OF INSURANCE**

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The "actual cash value" of the damaged or stolen property as of the time of "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. The amount shown in the Schedule of Autos or shown as Limit of Insurance elsewhere in the policy.

2. An adjustment for depreciation and physical condition will be made in determining "actual cash value" in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
4. **Downtime Coverage**
  - a. We will pay \$450 per week per "auto" for each seven (7) calendar days of the "downtime period" for which "downtime" coverage applies. For any remaining calendar days for which "downtime" coverage applies, we will pay the amount on a pro rated basis.
  - b. "Downtime" coverage is subject to a maximum of eight (8) weeks per "loss".

#### **D. DEDUCTIBLE**

For each covered "auto" in any one "accident", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

If you have a Collision Coverage "loss" to a covered "trailer" and a covered dolly, jeep or booster when attached together, then only one deductible will apply. The applicable deductible for the "loss" to this equipment shall be the highest single deductible for the covered equipment.

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## SECTION V - TRUCKERS CONDITIONS

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The following conditions apply in addition to the Common Policy Conditions.

### A. LOSS CONDITIONS

#### 1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either party may make a written request for an appraisal of the "loss". However, an appraisal will be made only if both you and we agree, voluntarily, to have the "loss" appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the "actual cash value" and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

An appraisal decision will not be binding on either party.

#### 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us:
  - (a) In the investigation or settlement of the claim; or
  - (b) In the investigation of, settlement of or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen and give us a copy of the police report you made in the event of a theft or other crime.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examination under oath at our request and give us a signed statement of your answers.

- (5) Take all reasonable steps to find and protect the covered "auto" from "loss" when an "employee" or driver in your service is missing with a covered "auto".

### **3. LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

### **4. LOSS PAYMENT - PHYSICAL DAMAGE COVERAGES**

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property that we pay for, repair or replace whether the "loss" is a partial "loss", total "loss" or a "constructive total loss". If you want to keep your damaged property, then the amount we pay will be reduced by the salvage value of the damaged property.

If we pay for the "loss" in money, our payment will include the applicable sales tax for the damaged or stolen property.

### **5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

We will be entitled to recovery only after the "insured" has been fully compensated for the "loss" sustained.

## **B. GENERAL CONDITIONS**

### **1. BANKRUPTCY**

Bankruptcy or insolvency of any "insured" or any "insured's" estate will not relieve us of any obligation under this Coverage Form.

### **2. CONCEALMENT, MISREPRESENTATION OR FRAUD**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

### **3. LIBERALIZATION**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### **4. NO BENEFIT TO BAILEE - PHYSICAL DAMAGE COVERAGES**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

### **5. OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS**

- a. This Coverage Form's Liability Coverage is primary for any covered "auto" that:

- (1) Is not used to carry property in any business; and
- (2) Is not used in the business of anyone to whom the "auto" is rented, leased or loaned.

This Coverage Form's Liability Coverage is excess over any other collectible insurance for any covered "auto".



- b. For Hired Auto Physical Damage Coverage, any covered "auto" you hire, lease, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form, policy or self insurance covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms, policies and self insurance covering on the same basis.
- e. When the following applies:
  - (1) This Coverage Form and any other Coverage Form or policy providing liability, physical damage, uninsured and underinsured motorists coverage apply to an "auto" in a given "accident"; and:
  - (2) This Coverage Form provides coverage to an "insured" who:
    - (a) Is engaged in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed 90 days and rents or leases the "auto" to an individual; or
    - (b) Is a duly licensed "auto" dealer loaning an "auto" as a temporary replacement to a person whose "auto" is out of use because of its breakdown, repair or servicing; or
    - (c) Is a duly licensed "auto" dealer and loans the "auto" out for use as a demonstrator "auto"; and

- (3) The Other Coverage Form provides coverage to a person who is not working for, and not employed by, a business described in Paragraph (2) (a), (b) or (c) above, and who, at the time of the "accident" is operating an "auto" provided by a business described in Paragraph (2) (a), (b) or (c) above;

Then the other Coverage Form is primary and this Coverage Form is excess over any coverage available to the person described in Paragraph e.(3).

## 6. PREMIUM AUDIT

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

## 7. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory. The coverage territory is:
  - (1) The United States of America;
  - (2) The territories and possessions of the United States of America;
  - (3) Puerto Rico;
  - (4) Canada; and

- (5) The coverage territory is extended to anywhere in the world if:

- (a) A covered "auto" of the "private passenger type" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

## **8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

- a. If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.
- b. If this policy issued to you and another policy issued to someone else by us apply to the same "accident", then any "loss" to the covered "auto" shall be reduced by amounts payable to you by the other person's insurance policy for damage to your covered "auto".

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## SECTION VI - DEFINITIONS

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- A. **"Accident"** includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. **"Actual cash value"** is calculated as the amount it would cost to repair or replace covered property, at the time of "loss", with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. "Actual cash value" applies to valuation of covered property regardless of whether that property has sustained partial or total "loss". If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment. The "actual cash value" of the lost or damaged property may be significantly less than its replacement cost.
- C. **"Auto"** means:
1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
  2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- D. **"Bodily injury"** means "bodily injury", sickness or disease sustained by a person including death resulting from any of these.
- E. **"Constructive total loss"** means a "loss" that results in the cost of repair or replacement plus the salvage value of the damaged property exceeding either the amount of insurance or the "actual cash value" of the damaged property at the time of "loss", whichever is less.
- F. **"Covered pollution cost or expense"** means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by any "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by any "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such damage.

- G. **"Diminution in value"** means the actual or perceived loss in market value or resale value which results from a "loss".
- H. **"Downtime"** means the time a covered "auto" is out of service for repair and in the custody of a repair facility.
- I. **"Downtime period"** begins on the first day that each of the following conditions are met:
1. We have given you our agreement to pay for final repairs;
  2. You have given the repair facility your authorization for final repairs; and
  3. The covered "auto" is out of service for repair and in the custody of a repair facility.

The "downtime period" ends when repairs to the covered "auto" have been completed by the repair facility and they determine the "auto" is road-worthy. The "downtime period" will not be extended if additional repairs are required after the "auto" is determined to be road-worthy.

- J. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
- K. **"Insured"** means any person or organization qualifying as an "insured" in the Who is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each "insured" who is seeking coverage or against whom a claim or "suit" is brought.
- L. **"Insured contract"** means:
  - 1. A lease of premises;
  - 2. A sidetrack agreement;
  - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
  - 6. That part of any contract or agreement entered into as part of your business, pertaining to the loan, lease or rental, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" loaned, leased or rented by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- M. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
  - N. **"Loss"** means direct and accidental "loss" or damage.
  - O. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:
    - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
    - 2. Vehicles maintained for use solely on or next to premises you own, rent or lease. You may take this vehicle off the premises temporarily if it is not licensed and the sole purpose is one of the following:
      - a. The unlicensed vehicle is being taken for maintenance or repair; or
      - b. The unlicensed vehicle is being used to pick up or deliver your owned, leased or rented trailers requiring maintenance or repair.
    - 3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- P. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- Q. **"Private passenger type"** means a private passenger or station wagon type "auto" and includes an "auto" of the pick-up or van type if not used for business purposes.
- R. **"Property damage"** means damage to or loss of use of tangible property.
- S. **"Suit"** means a civil proceeding in which:
  1. Damages because of "bodily injury" or "property damage"; or
  2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
 "Suit" includes:
  - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which any "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which any "insured" submits with our consent.
- T. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- U. **"Trailer"** includes semitrailer or a dolly used to convert a semitrailer into a "trailer". "Trailer" does not include a shipping container, but does include the chassis used to transport it.  
  
For Hired Auto Physical Damage Coverage only, "trailer" also includes shipping containers.
- V. **"Trucker"** means any person or organization engaged in the business of transporting property by "auto" for hire.

## **Rate Information**

Rate data does NOT apply to filing.

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b>	Approved	08-14-2007
<b>Comments:</b>				
<b>Attachments:</b>				
PC TD-1 _Forms_.pdf				
PC FFS-1 _Forms_.pdf				
<b>Satisfied -Name:</b>	Form Mark-up copies	<b>Review Status:</b>	Approved	08-14-2007
<b>Comments:</b>				
<b>Attachment:</b>				
Forms Mark-up copies.pdf				
<b>Satisfied -Name:</b>	copy of check	<b>Review Status:</b>	Approved	08-14-2007
<b>Comments:</b>				
I have attached copy of check # 216075 dated August 3, 2007 in the amount of \$50.00 which I will be mailing today.				
<b>Attachment:</b>				
check.pdf				

**Property & Casualty Transmittal Document (Revised 1/1/06)**

<b>1. Reserved for Insurance Dept. Use Only</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>2. Insurance Department Use only</b></td> </tr> <tr> <td colspan="2">a. Date the filing is received:</td> </tr> <tr> <td colspan="2">b. Analyst:</td> </tr> <tr> <td colspan="2">c. Disposition:</td> </tr> <tr> <td colspan="2">d. Date of disposition of the filing:</td> </tr> <tr> <td colspan="2">e. Effective date of filing:</td> </tr> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> <tr> <td colspan="2">f. State Filing #:</td> </tr> <tr> <td colspan="2">g. SERFF Filing #: LDRE-125260493</td> </tr> <tr> <td colspan="2">h. Subject Codes</td> </tr> </table>	<b>2. Insurance Department Use only</b>		a. Date the filing is received:		b. Analyst:		c. Disposition:		d. Date of disposition of the filing:		e. Effective date of filing:		New Business		Renewal Business		f. State Filing #:		g. SERFF Filing #: LDRE-125260493		h. Subject Codes	
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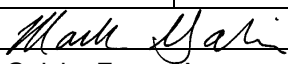
<b>3.</b>	<b>Group Name</b>	<b>Group NAIC#</b>
	Old Republic Group	0150

<b>4.</b>	<b>Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>
	Great West Casualty Co.	Nebraska	11371	47-6024508

<b>5.</b>	<b>Company Tracking Number</b>	G4207F
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Mark Galvin Great West Casualty Company P. O. Box 277 South Sioux City NE 68776	Forms Attorney	1-800-228-8602 Ext. 7731	1-402-494-7480	m.galvin@gwccnet.com

<b>7.</b>	Signature of authorized filer	
<b>8.</b>	Please print name of authorized filer	Mark Galvin, Forms Attorney

**Filing Information** (see General Instructions for descriptions of these fields)

<b>9.</b>	Type of Insurance (TOI)	20.0 - Commercial Auto
<b>10.</b>	Sub-Type of Insurance (Sub-TOI)	20.0000 Commercial Auto
<b>11.</b>	State Specific Product code(s) (if applicable) [See State Specific Requirements]	Commercial
<b>12.</b>	Company Program Title (Marketing title)	Commercial Auto
<b>13.</b>	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14.</b>	Effective Date(s) Requested	New: 10-01-2007      Renewal: 10-01-2007
<b>15.</b>	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16.</b>	Reference Organization (if applicable)	ISO
<b>17.</b>	Reference Organization # & Title	CA-2007-OCH1. - Commercial Auto
<b>18.</b>	Company's Date of Filing	August 13, 2007
<b>19.</b>	Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved



## Property & Casualty Transmittal Document—

20.	<b>This filing transmittal is part of Company Tracking #</b>	G4207F
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21.	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Our Company would like to update the following Independent Commercial Auto Forms with your Department for all policies written to become effective on or after October 1, 2007:

BA 10 03 10 07 - Arkansas Business Auto Coverage Form  
CA 10 03 10 07 - Arkansas Truckers Coverage Form  
CA 12 03 10 07 - Arkansas Physical Damage Coverage Form  
CA 14 03 10 07 - Arkansas Non-Trucking Use Coverage Form

We have made the same changes to the above form as ISO has on ISO's form CA 01 62 10 07 approved by your Department under ISO's Filing Designation # CA-2007-OCH1.

A copy of our check # 216075 dated August 3, 2007 in the amount of \$50 is attached. We will be mailing the check today with a copy of this TD-1.

22.	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<b>Check #: 216075</b> <b>Amount: \$50.00</b>	
<b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b>	

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
**(Do not refer to the body of the filing for the forms listing, unless allowed by state.)**

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	G4207F
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	N/A
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<b>3.</b>	<b>Component/Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous State Filing Number, if required by state</b>
01	Arkansas Business Auto Coverage Form	BA 10 03 10 07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	BA 10 03 03 06	PC-06-021731
02	Arkansas Truckers Coverage Form	CA 10 03 10 07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	CA 10 03 03 06	PC-06-021731
03	Arkansas Physical Damage Coverage Form	CA 12 03 10 07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	CA 12 03 03 06	PC-06-021731
04	Arkansas Non-Trucking Use Coverage Form	CA 14 03 10 07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	CA 14 03 03 06	PC-06-021731
05			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
06			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
07			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
08			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
09			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
10			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

POLICY NUMBER:

## COMMERCIAL AUTO COVERAGE PART ARKANSAS BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations - Item One. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

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### SECTION I - COVERED AUTOS

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Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

##### SYMBOL DESCRIPTION

**1= ANY AUTO.**

**2= OWNED AUTOS ONLY.** Only the "autos" you own (and for Liability Coverage any "trailers" you do not own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the policy begins.

**3= OWNED PRIVATE PASSENGER TYPE AUTOS ONLY.** Only the "private passenger type" "autos" you own. This includes those "private passenger type" "autos" you acquire ownership of after the policy begins.

**4= OWNED AUTOS OTHER THAN PRIVATE PASSENGER TYPE AUTOS ONLY.** Only those "autos" you own that are not of the "private passenger type" (and for Liability Coverage any "trailers" you do not own while attached to power units you own). This includes those "autos" not of the "private passenger type" you acquire ownership of after the policy begins.

**5= OWNED AUTOS SUBJECT TO NO-FAULT.**

Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the No-Fault law in the state where they are licensed or principally garaged.

**6= OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW.**

Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.

**7= SPECIFICALLY DESCRIBED AUTOS.**

Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you do not own while attached to any power unit described in Item Three).

**8= HIRED AUTOS ONLY.**

Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

**9= NONOWNED AUTOS ONLY.** Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business and are not commercial "autos". This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business. Commercial "auto" includes any truck, tractor or "trailer" used in your trucking or "motor carrier" operations.

**10= ANY AUTO EXCEPT A COMMERCIAL AUTO.** Any "auto" except for a pickup, van, truck, tractor or "trailer" used in your trucking or "motor carrier" operations. Pickups or vans of the "private passenger type" are covered "autos" under this symbol.

**11= ANY AUTO, VAN OR PICKUP, EXCEPT A COMMERCIAL AUTO.** Any "auto" except a truck, tractor or "trailer" used in your trucking or "motor carrier" operations. A pickup or van is a covered "auto" under this symbol whether used for pleasure or business purposes.

**12=** See the Declarations for the description of this symbol.

**13= HIRED PRIVATE PASSENGER TYPE AUTOS ONLY.** Only those "private passenger type" "autos" you hire, rent or borrow without a driver.

**14= NONOWNED PRIVATE PASSENGER TYPE AUTOS, VANS, OR PICKUPS ONLY.** Only "private passenger type" "autos", vans or pickups that you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "private passenger type" "autos", vans or pickups owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business.

## **B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS**

1. If Symbols 1, 2, 3, 4, 5, 6, 10 or 11 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire ownership of for the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire ownership of will be a covered "auto" for that coverage only if:

- a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
- b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

## **C. CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS**

1. If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:
  - a. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
  - b. "Mobile equipment" while being carried or towed by a covered "auto".
  - c. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
    - (1) Breakdown;
    - (2) Repair;
    - (3) Servicing;
    - (4) "Loss"; or
    - (5) Destruction.
2. If Collision Coverage, Comprehensive Coverage or Specified Causes of Loss Coverage is provided by this Coverage Form on at least one covered "auto", then a temporary substitute vehicle is also a covered "auto". A temporary substitute vehicle means any "auto" you do not own which is provided for your use with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair; or
  - c. Servicing.
3. Any "auto" that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged that would otherwise qualify as "mobile equipment".

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## SECTION II - LIABILITY COVERAGE

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### A. COVERAGE

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

#### 1. WHO IS AN INSURED

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. The owner or anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

### 2. COVERAGE EXTENSIONS

#### a. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or a "suit" against any "insured" we defend:

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against any "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by any "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against any "insured" in any "suit" against any "insured" we defend.

- (6) Interest on the amount of any judgment that accrues after entry of the judgment in any "suit" against any "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less.
- (7) Prejudgment interest on the amount of any judgment that accrues before entry of the judgment in any "suit" against any "insured" we defend on that part of the judgment we pay. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (8) Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an "insured" are deemed to be expenses we shall pay for provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which liability coverage applies are alleged.

These payments will not reduce the Limit of Insurance.

## **b. Out-of-State Coverage Extensions**

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing "motor carriers" of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

- c. We will not pay anyone more than once for the same elements of "loss" because of these extensions.

## **B. EXCLUSIONS**

This insurance does not apply to any of the following:

### **1. EXPECTED OR INTENDED INJURY**

"Bodily injury" or "property damage" expected or intended from the standpoint of any "insured".

### **2. CONTRACTUAL LIABILITY**

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That any "insured" would have in the absence of the contract or agreement.

### **3. WORKERS COMPENSATION AND SIMILAR LAWS**

Any obligation for which any "insured" or any "insured's" insurer may be held liable under any workers compensation, disability benefits or unemployment compensation law or any similar law.

#### **4. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY**

"Bodily injury" to:

- a. An "employee" of any "insured" arising out of and in the course of:
  - (1) Employment by any "insured"; or
  - (2) Performing the duties related to the conduct of any "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether any "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

For this exclusion only, "employee" does not include a "leased worker" or a "temporary worker".

This exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers compensation benefits or to liability assumed by any "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### **5. FELLOW EMPLOYEE**

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

#### **6. DAMAGE TO PROPERTY**

A "covered pollution cost or expense" or "property damage" to property owned or transported by any "insured" or in any "insured's" care, custody or control. But this exclusion does not apply to liability:

- a. Assumed under a sidetrack agreement; or

- b. For "property damage" caused by an "insured" to any "auto" you lease with a driver for more than 30 consecutive days and only while such leased "auto":

- (1) is being used exclusively in your business as a "trucker";
- (2) is being used pursuant to operating rights granted to you by a public authority; and
- (3) is not being attended to, serviced, towed, repaired, parked or stored, for a fee.

This provision does not apply if the damage is caused by the lessor, lessor's agent or the lessor's driver.

#### **7. HANDLING OF PROPERTY**

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by any "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by any "insured".

#### **8. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE**

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### **9. OPERATIONS**

"Bodily injury", "property damage" or "covered pollution cost or expense" arising out of:

- a. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers;
- b. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or



- c. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

## 10. COMPLETED OPERATIONS

"Bodily injury", "property damage" or "covered pollution cost or expense" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf, and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

## 11. POLLUTION

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by any "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by any "insured".

Paragraphs a. and b. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such damage.

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

## 12. WAR

"Bodily injury", "property damage" or "covered pollution cost or expense" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or



- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### **13. WRONG DELIVERY OF PRODUCTS**

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the delivery of any product into the wrong receptacle or to the wrong address, or from the delivery of one product for another, if the "bodily injury", "property damage" or "covered pollution cost or expense" occurs after delivery has been completed. Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

### **14. RACING**

"Bodily injury", "property damage", or "covered pollution cost or expense" arising out of the operation of a covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such contest or activity.

## **C. LIMIT OF INSURANCE**

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

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## SECTION III - PHYSICAL DAMAGE COVERAGE

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### A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:

**a. Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**b. Specified Causes of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

**c. Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**2. Fluids Extension**

Subject to the Limit of Insurance, we will pay for loss of fluids, except fuel, necessary to operate a covered "auto" or its equipment. We will pay only if the fluids loss was caused by other "loss" that is covered by this insurance. Covered fluids include oil, antifreeze, hydraulic fluids and freon. Fuel that is not covered includes diesel fuel, gasoline, alcohol or compressed gasses.

**3. Towing**

In addition to the Limit of Insurance, when a covered "auto" is disabled from a covered cause of "loss", we will pay the towing cost to the nearest repair facility capable of making the necessary repairs, unless we agree with you in advance to tow to another repair facility.

**4. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

**5. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**b. Contractual Expenses**

For Hired Auto Physical Damage, if a covered cause of "loss" occurs to a vehicle rented or hired to an "insured" without a driver under a written rental contract or agreement, we will pay expenses an "insured" must legally pay as a condition of such written rental agreement for the lost net profit or rental value of such vehicle while it is being repaired.

However, the most we will pay is \$20 per day, to a maximum of \$600. This coverage does not apply to shipping containers.

## B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".
  - a. **Nuclear Hazard**
    - (1) The explosion of any weapon employing atomic fission or fusion; or
    - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
  - b. **War or Military Action**
    - (1) War, including undeclared or civil war;
    - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
    - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any of the following:
  - a. Radios, CD players, tape decks or other sound reproducing equipment, its antennas and other accessories, unless permanently installed in a covered "auto".
  - b. Tapes, records, discs or other audio and/or visual reproducing devices designed for use with audio and/or visual reproducing equipment.
  - c. Televisions, VCRs, DVD players, or citizens' band radios, including antennas and other accessories, unless permanently installed in a covered "auto".
  - d. Except for those listed in Paragraphs a., b., and c. above, any electronic equipment or electronic system designed for any purpose, including antennas and other accessories, unless permanently installed by the covered "auto's" factory at the time of assembly. This exclusion does not include vehicle operation recording devices.
  - e. Any covered "auto" from fire caused by collision with another object or overturn when Collision Coverage is not provided on the covered "auto".
  - f. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
  - g. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such contest or activity.
3. Except as provided in Paragraph A.5.b. above, we will not pay for loss of use.
4. We will not pay for "loss" to a covered "auto" that was repossessed because it was stolen from someone else. This exclusion applies even if you are an innocent purchaser of stolen property.
5. We will not pay for loss of fuel.
6. We will not pay for "loss" to a covered "auto" under Collision Coverage solely caused by property you are transporting in or on a covered "auto" unless loading and unloading.
7. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - a. Wear and tear, freezing, mechanical, structural, or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.
8. We will not pay for "loss" to a covered "auto" due to "diminution in value".

### **C. LIMIT OF INSURANCE**

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The "actual cash value" of the damaged or stolen property as of the time of "loss";
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. The amount shown in the Schedule of Autos or shown as Limit of Insurance elsewhere in the policy.
2. An adjustment for depreciation and physical condition will be made in determining "actual cash value" in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

### **D. DEDUCTIBLE**

For each covered "auto" in any one "accident", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

If you have a Collision Coverage "loss" to a covered "trailer" and a covered dolly, jeep or booster when attached together, then only one deductible will apply. The applicable deductible for the "loss" to this equipment shall be the highest single deductible for the covered equipment.

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## SECTION IV - BUSINESS AUTO CONDITIONS

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The following conditions apply in addition to the Common Policy Conditions.

### A. LOSS CONDITIONS

#### 1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either party may make a written request for an appraisal of the "loss". However, an appraisal will be made only if both you and we agree, voluntarily, to have the "loss" appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the "actual cash value" and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

An appraisal decision will not be binding on either party.

#### 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us:
  - (a) In the investigation or settlement of the claim; or
  - (b) In the investigation of, settlement of or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen and give us a copy of the police report you made in the event of a theft or other crime.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examination under oath at our request and give us a signed statement of your answers.

- (5) Take all reasonable steps to find and protect the covered "auto" from "loss" when an "employee" or driver in your service is missing with a covered "auto".

### **3. LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

### **4. LOSS PAYMENT - PHYSICAL DAMAGE COVERAGES**

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property that we pay for, repair or replace whether the "loss" is a partial "loss", total "loss" or a "constructive total loss". If you want to keep your damaged property, then the amount we pay will be reduced by the salvage value of the damaged property.

If we pay for the "loss" in money, our payment will include the applicable sales tax for the damaged or stolen property.

### **5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

We will be entitled to recovery only after the "insured" has been fully compensated for the "loss" sustained.

## **B. GENERAL CONDITIONS**

### **1. BANKRUPTCY**

Bankruptcy or insolvency of any "insured" or any "insured's" estate will not relieve us of any obligation under this Coverage Form.

### **2. CONCEALMENT, MISREPRESENTATION OR FRAUD**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

### **3. LIBERALIZATION**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### **4. NO BENEFIT TO BAILEE - PHYSICAL DAMAGE COVERAGES**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

### **5. OTHER INSURANCE**

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you do not own, the insurance provided by this Coverage Form is excess over any other collectible insurance or self insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.



- (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you hire, lease, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form, policy or self insurance covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms, policies and self insurance covering on the same basis.
- e. When the following applies:

(1) This Coverage Form and any other Coverage Form or policy providing liability, physical damage, uninsured and underinsured motorists coverage apply to an "auto" in a given "accident"; and:

~~(1) One provides coverage to an "insured" who is a duly licensed automobile dealer; and~~

(2) This Coverage Form provides coverage to an "insured" who:~~The other provides coverage to a person not engaged in that business; and~~

(a) Is engaged in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed 90 days and rents or leases the "auto" to an individual; or

(b) Is a duly licensed "auto" dealer loaning an "auto" as a temporary replacement to a person whose "auto" is out of use because of its breakdown, repair or servicing; or

(c) Is a duly licensed "auto" dealer and loans the "auto" out for use as a demonstrator "auto"; and

(3) The Other Coverage Form provides coverage to a person who is not working for, and not employed by, a business described in Paragraph (2) (a), (b) or (c) above, and who, at the time of the "accident" is operating an "auto" provided by a business described in Paragraph (2) (a), (b) or (c) above;

Then the other Coverage Form is primary and this Coverage Form is excess over any coverage available to the person described in Paragraph e.(3).

~~at the time of an "accident", a person covered by a Coverage Form described in Paragraph e.(2) is operating an "auto" provided by the business covered by a Coverage Form described in Paragraph e.(1) as a temporary replacement or demonstrator "auto", while that person's "auto" is out of use because of its breakdown, servicing or repair, or has been offered and is being used as a demonstrator, then that person's liability, physical damage, uninsured and underinsured motorists coverage is primary and the Coverage Form issued to a business covered by a Coverage Form described in Paragraph e.(1) is excess over any coverage available to the person covered by a Coverage Form described in Paragraph e.(2).~~

## 6. PREMIUM AUDIT

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

#### **7. POLICY PERIOD, COVERAGE TERRITORY**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory. The coverage territory is:
  - (1) The United States of America;
  - (2) The territories and possessions of the United States of America;
  - (3) Puerto Rico;
  - (4) Canada; and
  - (5) The coverage territory is extended to anywhere in the world if:
    - (a) A covered "auto" of the "private passenger type" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
    - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

#### **8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

- a. If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.
- b. If this policy issued to you and another policy issued to someone else by us apply to the same "accident", then any "loss" to the covered "auto" shall be reduced by amounts payable to you by the other person's insurance policy for damage to your covered "auto".



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## SECTION V - DEFINITIONS

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- A. **"Accident"** includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. **"Actual cash value"** is calculated as the amount it would cost to repair or replace covered property, at the time of "loss", with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. "Actual cash value" applies to valuation of covered property regardless of whether that property has sustained partial or total "loss". If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment. The "actual cash value" of the lost or damaged property may be significantly less than its replacement cost.
- C. **"Auto"** means:
1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
  2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
- D. **"Bodily injury"** means "bodily injury", sickness or disease sustained by a person including death resulting from any of these.
- E. **"Constructive total loss"** means a "loss" that results in the cost of repair or replacement plus the salvage value of the damaged property exceeding either the amount of insurance or the "actual cash value" of the damaged property at the time of "loss", whichever is less.
- F. **"Covered pollution cost or expense"** means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by any "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by any "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such damage.

- G. **"Diminution in value"** means the actual or perceived loss in market value or resale value which results from a "loss".
- H. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
- I. **"Insured"** means any person or organization qualifying as an "insured" in the Who is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each "insured" who is seeking coverage or against whom a claim or "suit" is brought.

**J. "Insured contract" means:**

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the loan, lease or rental, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" loaned, leased or rented by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

**K. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".**

**L. "Loss" means direct and accidental "loss" or damage.**

**M. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own, rent or lease. You may take this vehicle off the premises temporarily if it is not licensed and the sole purpose is one of the following:
  - a. The unlicensed vehicle is being taken for maintenance or repair; or
  - b. The unlicensed vehicle is being used to pick up or deliver your owned, leased or rented trailers requiring maintenance or repair.
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers;

6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
  - (1) Snow removal;
  - (2) Road maintenance, but not construction or resurfacing; or
  - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- N. **"Motor carrier"** means a person or organization providing transportation by "auto" in the furtherance of a commercial enterprise. A "motor carrier" is a private carrier and does not haul for hire.
- O. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- P. **"Private passenger type"** means a private passenger or station wagon type "auto" and includes an "auto" of the pick-up or van type if not used for business purposes.

Q. **"Property damage"** means damage to or loss of use of tangible property.

R. **"Suit"** means a civil proceeding in which:

- 1. Damages because of "bodily injury" or "properly damage"; or
- 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which any "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which any "insured" submits with our consent.

S. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

T. **"Trailer"** includes semitrailer or a dolly used to convert a semitrailer into a "trailer". "Trailer" does not include a shipping container, but does include the chassis used to transport it.

For Hired Auto Physical Damage Coverage only, "trailer" also includes shipping containers.

U. **"Trucker"** means any person or organization engaged in the business of transporting property by "auto" for hire.

POLICY NUMBER:

## COMMERCIAL AUTO COVERAGE PART ARKANSAS TRUCKERS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations - Item One. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - Definitions.

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### SECTION I - COVERED AUTOS

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Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

##### SYMBOL DESCRIPTION

**41= ANY AUTO.**

**42= OWNED AUTOS ONLY.** Only the "autos" you own (and for Liability Coverage any "trailers" you do not own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the policy begins.

**43= OWNED COMMERCIAL AUTOS ONLY.** Only those trucks, tractors and "trailers" you own (and for Liability Coverage any "trailers" you do not own while connected to a power unit you own). This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins.

**44= OWNED AUTOS SUBJECT TO NO-FAULT.** Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the No-Fault law in the state where they are licensed or principally garaged.

**45= OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW.** Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.

**46= SPECIFICALLY DESCRIBED AUTOS.** Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you do not own while attached to any power unit described in Item Three).

**47= HIRED AUTOS ONLY.** Only those "autos" you lease, hire, rent or borrow. This does not include any "private passenger type" "auto" you lease, hire, rent or borrow from any member of your household, any of your "employees", partners (if you are a partnership) members (if you are a limited liability company) or agents or members of their households.

**48= NONOWNED AUTOS ONLY.** Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "private passenger type" "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business.

**49= ANY AUTO EXCEPT A PRIVATE PASSENGER TYPE AUTO.** Any "auto" except for an owned "auto" of the "private passenger type".

**50= ANY AUTO EXCEPT A PRIVATE PASSENGER TYPE AUTO, VAN OR PICKUP.** Any "auto" except an owned "auto" of the "private passenger type" and any van or pickup truck of 3/4 Ton load capacity or less whether used for pleasure or business purposes.

**51= LEASED COMMERCIAL AUTOS.** Only those trucks, tractors and "trailers" leased by you under a written lease agreement of thirty (30) days or more and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

**52= SPECIFIC LEASED COMMERCIAL AUTOS.** Only those trucks, tractors and "trailers" shown on a Schedule on file with us that are leased by you under a written lease agreement of thirty (30) days or more and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

**53= HIRED COMMERCIAL AUTOS ONLY.** Only those trucks, tractors and "trailers" you lease, hire, rent or borrow without a driver for 30 days or less.

**54= HIRED PRIVATE PASSENGER TYPE AUTOS ONLY.** Only those "private passenger type" "autos" you hire, rent or borrow without a driver.

**55=** See the Declarations for the description of this symbol.

**59= INDEPENDENT CONTRACTOR COMMERCIAL AUTOS.** Only those trucks, tractors and "trailers" on file with us that are leased by the motor carrier shown in the Declarations under this symbol and only while under a written lease agreement of thirty (30) days or more. This includes only those "autos" for which a premium has been paid for the coverages offered by the policy and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

## **B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS**

1. If Symbols 41, 42, 43, 44, 45, 49 or 50 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire ownership of for the type described for the remainder of the policy period.
2. But, if Symbol 46 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire ownership of will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

## **C. CERTAIN TRAILERS, CERTAIN LEASED AUTOS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS**

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. Any "auto" you lease with a driver for more than 30 consecutive days will be considered a covered "auto" you own and not a covered "auto" you lease only while such leased "auto":
  - a. Is being used exclusively in your business as a "trucker"; and
  - b. Is being used pursuant to operating rights granted to you by a public authority.
3. "Mobile equipment" while being carried or towed by a covered "auto".
4. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.



5. If Collision Coverage, Comprehensive Coverage or Specified Causes of Loss Coverage is provided by this Coverage Form on at least one covered "auto", then a temporary substitute vehicle is also a covered "auto". A temporary substitute vehicle means any "auto" you do not own which is provided for your use with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair; or
- c. Servicing.

6. Any "auto" that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged that would otherwise qualify as "mobile equipment".

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## SECTION II - LIABILITY COVERAGE

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### A. COVERAGE

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

### 1. WHO IS AN INSURED

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "private passenger type" "auto".
  - (2) Your "employee" or agent if the covered "auto" is a "private passenger type" "auto" and is owned by that "employee" or agent or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

- (5) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "private passenger type" "auto" owned by him or her or a member of his or her household.
- (6) Anyone described in paragraphs c., d. or e. below.
- c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected:
  - (1) Is being used exclusively in your business as a "trucker"; and
  - (2) Is being used pursuant to operating rights granted to you by a public authority.
- d. The owner or anyone else from whom you hire or borrow a covered "auto" without a driver that is not a "trailer" while the covered "auto":
  - (1) Is being used exclusively in your business as a "trucker"; and
  - (2) Is being used pursuant to operating rights granted to you by a public authority.
- e. The owner or anyone else from whom you lease, for more than 30 consecutive days, a covered "auto" with a driver while the covered "auto":
  - (1) Is being used exclusively in your business as a "trucker"; and
  - (2) Is being used pursuant to operating rights granted to you by a public authority.

However, none of the following is an "insured":

- a. Any "trucker", or his or her agents or "employees", other than you and your "employees":
  - (1) If the "trucker" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.

- (2) If the "trucker" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are being used exclusively in the "truckers" business and pursuant to operating rights granted to the "trucker" by a public authority.
- b. Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily injury" or "property damage" occurs while the "trailer" is detached from a covered "auto" you are using and:
  - (1) Is being transported by the carrier; or
  - (2) Is being loaded on or unloaded from any unit of transportation by the carrier.

## 2. COVERAGE EXTENSIONS

### a. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or a "suit" against any "insured" we defend:

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against any "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by any "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against any "insured" in any "suit" against any "insured" we defend.

- (6) Interest on the amount of any judgment that accrues after entry of the judgment in any "suit" against any "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less.
- (7) Prejudgment interest on the amount of any judgment that accrues before entry of the judgment in any "suit" against any "insured" we defend on that part of the judgment we pay. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (8) Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an "insured" are deemed to be expenses we shall pay for provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which liability coverage applies are alleged.

These payments will not reduce the Limit of Insurance.

## **b. Out-of-State Coverage Extensions**

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
  - (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.
- c. We will not pay anyone more than once for the same elements of "loss" because of these extensions.

## **B. EXCLUSIONS**

This insurance does not apply to any of the following:

### **1. EXPECTED OR INTENDED INJURY**

"Bodily injury" or "property damage" expected or intended from the standpoint of any "insured".

### **2. CONTRACTUAL LIABILITY**

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That any "insured" would have in the absence of the contract or agreement.

### **3. WORKERS COMPENSATION AND SIMILAR LAWS**

Any obligation for which any "insured" or any "insured's" insurer may be held liable under any workers compensation, disability benefits or unemployment compensation law or any similar law.



#### **4. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY**

"Bodily injury" to:

- a. An "employee" of any "insured" arising out of and in the course of:
  - (1) Employment by any "insured"; or
  - (2) Performing the duties related to the conduct of any "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether any "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

For this exclusion only, "employee" does not include a "leased worker" or a "temporary worker".

This exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers compensation benefits or to liability assumed by any "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### **5. FELLOW EMPLOYEE**

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

#### **6. DAMAGE TO PROPERTY**

A "covered pollution cost or expense" or "property damage" to property owned or transported by any "insured" or in any "insured's" care, custody or control. But this exclusion does not apply to liability:

- a. Assumed under a sidetrack agreement; or

- b. For "property damage" caused by an "insured" to any "auto" you lease with a driver for more than 30 consecutive days and only while such leased "auto":

- (1) is being used exclusively in your business as a "trucker";
- (2) is being used pursuant to operating rights granted to you by a public authority; and
- (3) is not being attended to, serviced, towed, repaired, parked or stored, for a fee.

This provision does not apply if the damage is caused by the lessor, lessor's agent or the lessor's driver.

#### **7. HANDLING OF PROPERTY**

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by any "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by any "insured".

#### **8. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE**

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### **9. OPERATIONS**

"Bodily injury", "property damage" or "covered pollution cost or expense" arising out of the operation of:

- a. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers;
- b. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

- c. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

## 10. COMPLETED OPERATIONS

"Bodily injury", "property damage" or "covered pollution cost or expense" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf, and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

## 11. POLLUTION

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by any "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by any "insured".

Paragraphs a. and b. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such damage.

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

## 12. WAR

"Bodily injury", "property damage" or "covered pollution cost or expense" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### **13. WRONG DELIVERY OF PRODUCTS**

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the delivery of any product into the wrong receptacle or to the wrong address, or from the delivery of one product for another, if the "bodily injury", "property damage" or "covered pollution cost or expense" occurs after delivery has been completed. Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

### **14. RACING**

"Bodily injury", "property damage", or "covered pollution cost or expense" arising out of the operation of a covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such contest or activity.

### **C. LIMIT OF INSURANCE**

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

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## SECTION IV - PHYSICAL DAMAGE COVERAGE

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### A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
    - (2) The covered "auto's" overturn.

- b. **Specified Causes of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
    - (2) Theft;
    - (3) Windstorm, hail or earthquake;
    - (4) Flood;
    - (5) Mischief or vandalism; or
    - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
    - (2) The covered "auto's" overturn.

2. **Fluids Extension**

Subject to the Limit of Insurance, we will pay for loss of fluids, except fuel, necessary to operate a covered "auto" or its equipment. We will pay only if the fluids loss was caused by other "loss" that is covered by this insurance. Covered fluids include oil, antifreeze, hydraulic fluids and freon. Fuel that is not covered includes diesel fuel, gasoline, alcohol or compressed gasses.

3. **Towing**

In addition to the Limit of Insurance, when a covered "auto" is disabled from a covered cause of "loss", we will pay the towing cost to the nearest repair facility capable of making the necessary repairs, unless we agree with you in advance to tow to another repair facility.

4. **Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
  - b. "Loss" caused by hitting a bird or animal; and
  - c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

5. **Coverage Extensions**

- a. **Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Contractual Expenses**

For Hired Auto Physical Damage, if a covered cause of "loss" occurs to a vehicle rented or hired to an "insured" without a driver under a written rental contract or agreement, we will pay expenses an "insured" must legally pay as a condition of such written rental agreement for the lost net profit or rental value of such vehicle while it is being repaired.

However, the most we will pay is \$20 per day, to a maximum of \$600. This coverage does not apply to shipping containers.

## 6. Downtime Coverage

For any covered physical damage "loss" to a covered "auto", we will provide "downtime" coverage beginning 35 days after all the conditions in the "downtime period" have been met.

## B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

### b. War or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any of the following:

- a. Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
- b. Radios, CD players, tape decks or other sound reproducing equipment, its antennas and other accessories, unless permanently installed in a covered "auto".

- c. Tapes, records, discs or other audio and/or visual reproducing devices designed for use with audio and/or visual reproducing equipment.

- d. Televisions, VCRs, DVD players, or citizens' band radios, including antennas and other accessories, unless permanently installed in a covered "auto".

- e. Except for those listed in Paragraphs b., c., and d. above, any electronic equipment or electronic system designed for any purpose, including antennas and other accessories, unless permanently installed by the covered "auto's" factory at the time of assembly. This exclusion does not include vehicle operation recording devices.

- f. Any covered "auto" from fire caused by collision with another object or overturn when Collision Coverage is not provided on the covered "auto".

- g. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

- h. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such contest or activity.

3. Except as provided in Paragraphs A.5.b. and A.6. above, we will not pay for loss of use.

4. We will not pay for "loss" to a covered "auto" that was repossessed because it was stolen from someone else. This exclusion applies even if you are an innocent purchaser of stolen property.

5. We will not pay for loss of fuel.

6. We will not pay for "loss" to a covered "auto" under Collision Coverage solely caused by property you are transporting in or on a covered "auto" unless loading and unloading.

7. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - a. Wear and tear, freezing, mechanical, structural, or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.
8. We will not pay for "loss" to a covered "auto" due to "diminution in value".
9. No "downtime" coverage applies:
  - a. For the theft of a covered "auto".
  - b. In the event of a total "loss" or "constructive total loss" to a covered "auto".
  - c. While there are spare or reserve "autos" available to you for your operation.

#### **C. LIMIT OF INSURANCE**

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The "actual cash value" of the damaged or stolen property as of the time of "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. The amount shown in the Schedule of Autos or shown as Limit of Insurance elsewhere in the policy.
2. An adjustment for depreciation and physical condition will be made in determining "actual cash value" in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### **4. Downtime Coverage**

- a. We will pay \$450 per week per "auto" for each seven (7) calendar days of the "downtime period" for which "downtime" coverage applies. For any remaining calendar days for which "downtime" coverage applies, we will pay the amount on a pro rated basis.
- b. "Downtime" coverage is subject to a maximum of eight (8) weeks per "loss".

#### **D. DEDUCTIBLE**

For each covered "auto" in any one "accident", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

If you have a Collision Coverage "loss" to a covered "trailer" and a covered dolly, jeep or booster when attached together, then only one deductible will apply. The applicable deductible for the "loss" to this equipment shall be the highest single deductible for the covered equipment.



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## SECTION V - TRUCKERS CONDITIONS

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The following conditions apply in addition to the Common Policy Conditions:

### A. LOSS CONDITIONS

#### 1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either party may make a written request for an appraisal of the "loss". However, an appraisal will be made only if both you and we agree, voluntarily, to have the "loss" appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the "actual cash value" and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

An appraisal decision will not be binding on either party.

#### 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us:
  - (a) In the investigation or settlement of the claim; or
  - (b) In the investigation of, settlement of or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen and give us a copy of the police report you made in the event of a theft or other crime.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examination under oath at our request and give us a signed statement of your answers.

- (5) Take all reasonable steps to find and protect the covered "auto" from "loss" when an "employee" or driver in your service is missing with a covered "auto".

### 3. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

### 4. LOSS PAYMENT - PHYSICAL DAMAGE COVERAGES

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property that we pay for, repair or replace whether the "loss" is a partial "loss", total "loss" or a "constructive total loss". If you want to keep your damaged property, then the amount we pay will be reduced by the salvage value of the damaged property.

If we pay for the "loss" in money, our payment will include the applicable sales tax for the damaged or stolen property.

### 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

We will be entitled to recovery only after the "insured" has been fully compensated for the "loss" sustained.

## B. GENERAL CONDITIONS

### 1. BANKRUPTCY

Bankruptcy or insolvency of any "insured" or any "insured's" estate will not relieve us of any obligation under this Coverage Form.

### 2. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

### 3. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### 4. NO BENEFIT TO BAILEE - PHYSICAL DAMAGE COVERAGES

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

### 5. OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS

- a. This Coverage Form's Liability Coverage is primary for any covered "auto" while hired or borrowed by you and used exclusively in your business as a "trucker" and pursuant to operating rights granted to you by a public authority. This Coverage Form's Liability Coverage is excess over any other collectible insurance or self insurance for any covered "auto" while hired or borrowed from you by another "trucker". However, while a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Liability Coverage is:



- (1) On the same basis, primary or excess, as for the power unit if the power unit is a covered "auto".
- (2) Excess if the power unit is not a covered "auto".
- b. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".
- c. Except as provided in Paragraphs a. and b. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you do not own.
- d. For Hired Auto Physical Damage Coverage, any covered "auto" you hire, lease, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- e. Regardless of the provisions of Paragraphs a., b. and c. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- f. When this Coverage Form and any other Coverage Form, policy or self insurance covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms, policies and self insurance covering on the same basis.
- g. When the following applies:

(1) This Coverage Form and any other Coverage Form or policy providing liability, physical damage, uninsured and underinsured motorists coverage apply to an "auto" in a given "accident"; and:

- ~~(1) One provides coverage to an "insured" who is a duly licensed automobile dealer; and~~
- (2) This Coverage Form provides coverage to an "insured" who:~~The other provides coverage to a person not engaged in that business; and~~

(a) Is engaged in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed 90 days and rents or leases the "auto" to an individual; or

(b) Is a duly licensed "auto" dealer loaning an "auto" as a temporary replacement to a person whose "auto" is out of use because of its breakdown, repair or servicing; or

(c) Is a duly licensed "auto" dealer and loans the "auto" out for use as a demonstrator "auto"; and

(3) The Other Coverage Form provides coverage to a person who is not working for, and not employed by, a business described in Paragraph (2) (a), (b) or (c) above, and who, at the time of the "accident" is operating an "auto" provided by a business described in Paragraph (2) (a), (b) or (c) above;

Then the other Coverage Form is primary and this Coverage Form is excess over any coverage available to the person described in Paragraph g.(3).

~~at the time of an "accident", a person covered by a Coverage Form described in Paragraph e.(2) is operating an "auto" provided by the business covered by a Coverage Form described in Paragraph e.(1) as a temporary replacement or demonstrator "auto", while that person's "auto" is out of use because of its breakdown, servicing or repair, or has been offered and is being used as a demonstrator, then that person's liability, physical damage, uninsured and underinsured motorists coverage is primary and the Coverage Form issued to a business covered by a Coverage Form described in Paragraph e.(1) is excess over any coverage available to the person covered by a Coverage Form described in Paragraph e.(2).~~

## 6. PREMIUM AUDIT

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

## 7. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory. The coverage territory is:
  - (1) The United States of America;
  - (2) The territories and possessions of the United States of America;
  - (3) Puerto Rico;
  - (4) Canada; and

- (5) The coverage territory is extended to anywhere in the world if:

- (a) A covered "auto" of the "private passenger type" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

## 8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

- a. If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.
- b. If this policy issued to you and another policy issued to someone else by us apply to the same "accident", then any "loss" to the covered "auto" shall be reduced by amounts payable to you by the other person's insurance policy for damage to your covered "auto".

## SECTION VI - DEFINITIONS

- A. **"Accident"** includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. **"Actual cash value"** is calculated as the amount it would cost to repair or replace covered property, at the time of "loss", with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. "Actual cash value" applies to valuation of covered property regardless of whether that property has sustained partial or total "loss". If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment. The "actual cash value" of the lost or damaged property may be significantly less than its replacement cost.
- C. **"Auto"** means:
1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
  2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- D. **"Bodily injury"** means "bodily injury", sickness or disease sustained by a person including death resulting from any of these.
- E. **"Constructive total loss"** means a "loss" that results in the cost of repair or replacement plus the salvage value of the damaged property exceeding either the amount of insurance or the "actual cash value" of the damaged property at the time of "loss", whichever is less.
- F. **"Covered pollution cost or expense"** means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants",

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by any "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by any "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such damage.

- G. **"Diminution in value"** means the actual or perceived loss in market value or resale value which results from a "loss".
- H. **"Downtime"** means the time a covered "auto" is out of service for repair and in the custody of a repair facility.
- I. **"Downtime period"** begins on the first day that each of the following conditions are met:
1. We have given you our agreement to pay for final repairs;
  2. You have given the repair facility your authorization for final repairs; and
  3. The covered "auto" is out of service for repair and in the custody of a repair facility.

The "downtime period" ends when repairs to the covered "auto" have been completed by the repair facility and they determine the "auto" is road-worthy. The "downtime period" will not be extended if additional repairs are required after the "auto" is determined to be road-worthy.

- J. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
- K. **"Insured"** means any person or organization qualifying as an "insured" in the Who is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each "insured" who is seeking coverage or against whom a claim or "suit" is brought.
- L. **"Insured contract"** means:
  - 1. A lease of premises;
  - 2. A sidetrack agreement;
  - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
  - 6. That part of any contract or agreement entered into, as part of your business, pertaining to the loan, lease or rental, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" loaned, leased or rented by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- M. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
  - N. **"Loss"** means direct and accidental "loss" or damage.
  - O. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:
    - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
    - 2. Vehicles maintained for use solely on or next to premises you own, rent or lease. You may take this vehicle off the premises temporarily if it is not licensed and the sole purpose is one of the following:
      - a. The unlicensed vehicle is being taken for maintenance or repair; or
      - b. The unlicensed vehicle is being used to pick up or deliver your owned, leased or rented trailers requiring maintenance or repair.
    - 3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- P. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- Q. **"Private passenger type"** means a private passenger or station wagon type "auto" and includes an "auto" of the pick-up or van type if not used for business purposes.
- R. **"Property damage"** means damage to or loss of use of tangible property.
- S. **"Suit"** means a civil proceeding in which:
  1. Damages because of "bodily injury" or "property damage"; or
  2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
 "Suit" includes:
  - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which any "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which any "insured" submits with our consent.
- T. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- U. **"Trailer"** includes semitrailer or a dolly used to convert a semitrailer into a "trailer". "Trailer" does not include a shipping container, but does include the chassis used to transport it.  
  
For Hired Auto Physical Damage Coverage only, "trailer" also includes shipping containers.
- V. **"Trucker"** means any person or organization engaged in the business of transporting property by "auto" for hire.



POLICY NUMBER:

## COMMERCIAL AUTO COVERAGE PART ARKANSAS TRUCKERS PHYSICAL DAMAGE COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations - Item One. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - Definitions.

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### SECTION I - COVERED AUTOS

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Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

##### SYMBOL DESCRIPTION

**42= OWNED AUTOS ONLY.** Only the "autos" you own. This includes those "autos" you acquire ownership of after the policy begins.

**43= OWNED COMMERCIAL AUTOS ONLY.** Only those trucks, tractors and "trailers" you own. This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins.

**46= SPECIFICALLY DESCRIBED AUTOS.** Only those "autos" described in Item Three of the Declarations for which a premium charge is shown.

**51= LEASED COMMERCIAL AUTOS.** Only those trucks, tractors and "trailers" leased by you under a written lease agreement of thirty (30) days or more and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

**52= SPECIFIC LEASED COMMERCIAL AUTOS.** Only those trucks, tractors and "trailers" shown on a Schedule on file with us that are leased by you under a written lease agreement of thirty (30) days or more and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

**53= HIRED COMMERCIAL AUTOS ONLY.** Only those trucks, tractors and "trailers" you lease, hire, rent or borrow without a driver for 30 days or less.

**54= HIRED PRIVATE PASSENGER TYPE AUTOS ONLY.** Only those "private passenger type" "autos" you hire, rent or borrow without a driver.

**55=** See the Declarations for the description of this symbol.

**59= INDEPENDENT CONTRACTOR COMMERCIAL AUTOS.** Only those trucks, tractors and "trailers" on file with us that are leased by the motor carrier shown in the Declarations under this symbol and only while under a written lease agreement of thirty (30) days or more. This includes only those "autos" for which a premium has been paid for the coverages offered by the policy and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

**B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS**

1. If Symbols 42 or 43 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire ownership of for the type described for the remainder of the policy period.
2. But, if Symbol 46 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire ownership of will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

- C.** If Collision Coverage, Comprehensive Coverage or Specified Causes of Loss Coverage is provided by this Coverage Form on at least one covered "auto", then a temporary substitute vehicle is also a covered "auto". A temporary substitute vehicle means any "auto" you do not own which is provided for your use with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

1. Breakdown;
2. Repair; or
3. Servicing.

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## SECTION IV - PHYSICAL DAMAGE COVERAGE

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### A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:

**a. Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**b. Specified Causes of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

**c. Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**2. Fluids Extension**

Subject to the Limit of Insurance, we will pay for loss of fluids, except fuel, necessary to operate a covered "auto" or its equipment. We will pay only if the fluids loss was caused by other "loss" that is covered by this insurance. Covered fluids include oil, antifreeze, hydraulic fluids and freon. Fuel that is not covered includes diesel fuel, gasoline, alcohol or compressed gasses.

**3. Towing**

In addition to the Limit of Insurance, when a covered "auto" is disabled from a covered cause of "loss", we will pay the towing cost to the nearest repair facility capable of making the necessary repairs, unless we agree with you in advance to tow to another repair facility.

**4. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

**5. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**b. Contractual Expenses**

For Hired Auto Physical Damage, if a covered cause of "loss" occurs to a vehicle rented or hired to an "insured" without a driver under a written rental contract or agreement, we will pay expenses an "insured" must legally pay as a condition of such written rental agreement for the lost net profit or rental value of such vehicle while it is being repaired.

However, the most we will pay is \$20 per day, to a maximum of \$600. This coverage does not apply to shipping containers.



## 6. Downtime Coverage

For any covered physical damage "loss" to a covered "auto", we will provide "downtime" coverage beginning 35 days after all the conditions in the "downtime period" have been met.

## B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

### b. War or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any of the following:

- a. Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
- b. Radios, CD players, tape decks or other sound reproducing equipment, its antennas and other accessories, unless permanently installed in a covered "auto".

- c. Tapes, records, discs or other audio and/or visual reproducing devices designed for use with audio and/or visual reproducing equipment.

- d. Televisions, VCRs, DVD players, or citizens' band radios, including antennas and other accessories, unless permanently installed in a covered "auto".

- e. Except for those listed in Paragraphs b., c., and d. above, any electronic equipment or electronic system designed for any purpose, including antennas and other accessories, unless permanently installed by the covered "auto's" factory at the time of assembly. This exclusion does not include vehicle operation recording devices.

- f. Any covered "auto" from fire caused by collision with another object or overturn when Collision Coverage is not provided on the covered "auto".

- g. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

- h. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such contest or activity.

3. Except as provided in Paragraphs A.5.b. and A.6. above, we will not pay for loss of use.

4. We will not pay for "loss" to a covered "auto" that was repossessed because it was stolen from someone else. This exclusion applies even if you are an innocent purchaser of stolen property.

5. We will not pay for loss of fuel.

6. We will not pay for "loss" to a covered "auto" under Collision Coverage solely caused by property you are transporting in or on a covered "auto" unless loading and unloading.

7. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - a. Wear and tear, freezing, mechanical, structural, or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.
8. We will not pay for "loss" to a covered "auto" due to "diminution in value".
9. No "downtime" coverage applies:
  - a. For the theft of a covered "auto".
  - b. In the event of a total "loss" or "constructive total loss" to a covered "auto".
  - c. While there are spare or reserve "autos" available to you for your operation.

#### **C. LIMIT OF INSURANCE**

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The "actual cash value" of the damaged or stolen property as of the time of "loss";
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. The amount shown in the Schedule of Autos or shown as Limit of Insurance elsewhere in the policy.

2. An adjustment for depreciation and physical condition will be made in determining "actual cash value" in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
4. **Downtime Coverage**
  - a. We will pay \$450 per week per "auto" for each seven (7) calendar days of the "downtime period" for which "downtime" coverage applies. For any remaining calendar days for which "downtime" coverage applies, we will pay the amount on a pro rated basis.
  - b. "Downtime" coverage is subject to a maximum of eight (8) weeks per "loss".

#### **D. DEDUCTIBLE**

For each covered "auto" in any one "accident", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

If you have a Collision Coverage "loss" to a covered "trailer" and a covered dolly, jeep or booster when attached together, then only one deductible will apply. The applicable deductible for the "loss" to this equipment shall be the highest single deductible for the covered equipment.

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## SECTION V - TRUCKERS CONDITIONS

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The following conditions apply in addition to the Common Policy Conditions:

### A. LOSS CONDITIONS

#### 1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either party may make a written request for an appraisal of the "loss". However, an appraisal will be made only if both you and we agree, voluntarily, to have the "loss" appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the "actual cash value" and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

An appraisal decision will not be binding on either party.

#### 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Cooperate with us in the investigation or settlement of the claim.

- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen and give us a copy of the police report you made in the event of a theft or other crime.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examination under oath at our request and give us a signed statement of your answers.
- (5) Take all reasonable steps to find and protect the covered "auto" from "loss" when an "employee" or driver in your service is missing with a covered "auto".

#### 3. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

#### **4. LOSS PAYMENT - PHYSICAL DAMAGE COVERAGES**

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property that we pay for, repair or replace whether the "loss" is a partial "loss", total "loss" or a "constructive total loss". If you want to keep your damaged property, then the amount we pay will be reduced by the salvage value of the damaged property.

If we pay for the "loss" in money, our payment will include the applicable sales tax for the damaged or stolen property.

#### **5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

We will be entitled to recovery only after the "insured" has been fully compensated for the "loss" sustained.

### **B. GENERAL CONDITIONS**

#### **1. BANKRUPTCY**

Bankruptcy or insolvency of any "insured" or any "insured's" estate will not relieve us of any obligation under this Coverage Form.

#### **2. CONCEALMENT, MISREPRESENTATION OR FRAUD**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;

- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

#### **3. LIBERALIZATION**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### **4. NO BENEFIT TO BAILEE - PHYSICAL DAMAGE COVERAGES**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

#### **5. OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS**

- a. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".
- b. Except as provided in Paragraph a. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you do not own.
- c. For Hired Auto Physical Damage Coverage, any covered "auto" you hire, lease, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- d. When this Coverage Form and any other Coverage Form, policy or self insurance covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms, policies and self insurance covering on the same basis.
- e. When [the following applies](#):  
[\(1\) This](#) Coverage Form and any other Coverage Form or policy providing liability, physical damage, uninsured and underinsured motorists coverage apply to an "auto" [in a given "accident"](#); and:

~~(1) One provides coverage to an "insured" who is a duly licensed automobile dealer; and~~

(2) This Coverage Form provides coverage to an "insured" who:  
~~The other provides coverage to a person not engaged in that business; and~~

(a) Is engaged in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed 90 days and rents or leases the "auto" to an individual; or

(b) Is a duly licensed "auto" dealer loaning an "auto" as a temporary replacement to a person whose "auto" is out of use because of its breakdown, repair or servicing; or

(c) Is a duly licensed "auto" dealer and loans the "auto" out for use as a demonstrator "auto"; and

(3) The Other Coverage Form provides coverage to a person who is not working for, and not employed by, a business described in Paragraph (2) (a), (b) or (c) above, and who, at the time of the "accident" is operating an "auto" provided by a business described in Paragraph (2) (a), (b) or (c) above;

Then the other Coverage Form is primary and this Coverage Form is excess over any coverage available to the person described in Paragraph e.(3).

~~at the time of an "accident", a person covered by a Coverage Form described in Paragraph e.(2) is operating an "auto" provided by the business covered by a Coverage Form described in Paragraph e.(1) as a temporary replacement or demonstrator "auto", while that person's "auto" is out of use because of its breakdown, servicing or repair, or has been offered and is being used as a demonstrator, then that person's liability, physical damage, uninsured and underinsured motorists coverage is primary and the Coverage Form issued to a business covered by a Coverage Form described in Paragraph e.(1) is excess over any coverage available to the person covered by a Coverage Form described in Paragraph e.(2).~~

## 6. PREMIUM AUDIT

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

## 7. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory. The coverage territory is:
- (1) The United States of America;
  - (2) The territories and possessions of the United States of America;
  - (3) Puerto Rico;
  - (4) Canada; and
  - (5) The coverage territory is extended to anywhere in the world if:
    - (a) A covered "auto" of the "private passenger type" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
    - (b) The "insured's" responsibility to pay damages is determined in a suit on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

**8. TWO OR MORE COVERAGE FORMS OR  
POLICIES ISSUED BY US**

If this policy issued to you and another policy issued to someone else by us apply to the same "accident", then any "loss" to the covered "auto" shall be reduced by amounts payable to you by the other person's insurance policy for damage to your covered "auto".



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## SECTION VI - DEFINITIONS

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A. **"Accident"** includes continuous or repeated exposure to the same conditions resulting in "property damage".

B. **"Actual cash value"** is calculated as the amount it would cost to repair or replace covered property, at the time of "loss", with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. "Actual cash value" applies to valuation of covered property regardless of whether that property has sustained partial or total "loss". If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment. The "actual cash value" of the lost or damaged property may be significantly less than its replacement cost.

C. **"Auto"** means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment"; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

D. **"Constructive total loss"** means a "loss" that results in the cost of repair or replacement plus the salvage value of the damaged property exceeding either the amount of insurance or the "actual cash value" of the damaged property at the time of "loss", whichever is less.

E. **"Diminution in value"** means the actual or perceived loss in market value or resale value which results from a "loss".

F. **"Downtime"** means the time a covered "auto" is out of service for repair and in the custody of a repair facility.

G. **"Downtime period"** begins on the first day that each of the following conditions are met:

1. We have given you our agreement to pay for final repairs;
2. You have given the repair facility your authorization for final repairs; and
3. The covered "auto" is out of service for repair and in the custody of a repair facility.

The "downtime period" ends when repairs to the covered "auto" have been completed by the repair facility and they determine the "auto" is road-worthy. The "downtime period" will not be extended if additional repairs are required after the "auto" is determined to be road-worthy.

H. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

I. **"Insured"** means any person or organization qualifying as an "insured" in the Who is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each "insured" who is seeking coverage or against whom a claim is brought.

J. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

K. **"Loss"** means direct and accidental "loss" or damage.

L. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own, rent or lease. You may take this vehicle off the premises temporarily if it is not licensed and the sole purpose is one of the following:
  - a. The unlicensed vehicle is being taken for maintenance or repair; or
  - b. The unlicensed vehicle is being used to pick up or deliver your owned, leased or rented trailers requiring maintenance or repair.
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- M. **"Private passenger type"** means a private passenger or station wagon type "auto" and includes an "auto" of the pick-up or van type if not used for business purposes.
- N. **"Property damage"** means damage to or loss of use of tangible property.
- O. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. **"Trailer"** includes semitrailer or a dolly used to convert a semitrailer into a "trailer". "Trailer" does not include a shipping container, but does include the chassis used to transport it.  
  
For Hired Auto Physical Damage Coverage only, "trailer" also includes shipping containers.
- Q. **"Trucker"** means any person or organization engaged in the business of transporting property by "auto" for hire.



POLICY NUMBER:

## COMMERCIAL AUTO COVERAGE PART ARKANSAS NON-TRUCKING USE COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations - Item One. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - Definitions.

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### SECTION I - COVERED AUTOS

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Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

##### SYMBOL DESCRIPTION

#### **43= OWNED COMMERCIAL AUTOS ONLY.**

Only those trucks, tractors and "trailers" you own (and for Liability Coverage any "trailers" you do not own while connected to a power unit you own). This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins.

#### **44= OWNED AUTOS SUBJECT TO NO-FAULT.**

Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the No-Fault law in the state where they are licensed or principally garaged.

#### **45= OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW.**

Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.

**46= SPECIFICALLY DESCRIBED AUTOS.** Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you do not own while attached to any power unit described in Item Three).

**51= LEASED COMMERCIAL AUTOS.** Only those trucks, tractors and "trailers" leased by you under a written lease agreement of thirty (30) days or more and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

**52= SPECIFIC LEASED COMMERCIAL  
AUTOS.** Only those trucks, tractors and "trailers" shown on a Schedule on file with us that are leased by you under a written lease agreement of thirty (30) days or more and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

**53= HIRED COMMERCIAL AUTOS ONLY.** Only those trucks, tractors and "trailers" you lease, hire, rent or borrow without a driver for 30 days or less.

**55=** See the Declarations for the description of this symbol.

**59= INDEPENDENT CONTRACTOR COMMERCIAL  
AUTOS.** Only those trucks, tractors and "trailers" on file with us that are leased by the motor carrier shown in the Declarations under this symbol and only while under a written lease agreement of thirty (30) days or more. This includes only those "autos" for which a premium has been paid for the coverages offered by the policy and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

**B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS**

1. If Symbols 43, 44 or 45 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire ownership of for the type described for the remainder of the policy period.
2. But, if Symbol 46 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire ownership of will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

**C. CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS**

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

4. If Collision Coverage, Comprehensive Coverage or Specified Causes of Loss Coverage is provided by this Coverage Form on at least one covered "auto", then a temporary substitute vehicle is also a covered "auto". A temporary substitute vehicle means any "auto" you do not own which is provided for your use with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair; or
  - c. Servicing.
5. Any "auto" that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged that would otherwise qualify as "mobile equipment".

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## SECTION II - LIABILITY COVERAGE

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### A. COVERAGE

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" only while:

1. A covered "auto" is not used to carry property in any business; and
2. A covered "auto" is not used in the business of anyone to whom the "auto" is rented, leased or loaned.

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

#### 1. WHO IS AN INSURED

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

- (2) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

- c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is being used exclusively by you and:

- (1) Is not used to carry property in any business; and
- (2) Is not used in the business of anyone to whom the "auto" is rented, leased or loaned.

However, Who is an Insured does not include anyone engaged in the business of transporting property by "auto" for hire who is liable for your conduct.

### 2. COVERAGE EXTENSIONS

#### a. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or a "suit" against any "insured" we defend:

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against any "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by any "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against any "insured" in any "suit" against any "insured" we defend.

- (6) Interest on the amount of any judgment that accrues after entry of the judgment in any "suit" against any "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less.
- (7) Prejudgment interest on the amount of any judgment that accrues before entry of the judgment in any "suit" against any "insured" we defend on that part of the judgment we pay. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (8) Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an "insured" are deemed to be expenses we shall pay for provided:
- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which liability coverage applies are alleged.

These payments will not reduce the Limit of Insurance.

## **b. Out-of-State Coverage Extensions**

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.
- c. We will not pay anyone more than once for the same elements of "loss" because of these extensions.

## **B. EXCLUSIONS**

This insurance does not apply to any of the following:

### **1. EXPECTED OR INTENDED INJURY**

"Bodily injury" or "property damage" expected or intended from the standpoint of any "insured".

### **2. CONTRACTUAL LIABILITY**

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That any "insured" would have in the absence of the contract or agreement.

### **3. WORKERS COMPENSATION AND SIMILAR LAWS**

Any obligation for which any "insured" or any "insured's" insurer may be held liable under any workers compensation, disability benefits or unemployment compensation law or any similar law.

#### **4. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY**

"Bodily injury" to:

- a. An "employee" of any "insured" arising out of and in the course of:
  - (1) Employment by any "insured"; or
  - (2) Performing the duties related to the conduct of any "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether any "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

For this exclusion only, "employee" does not include a "leased worker" or a "temporary worker".

This exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers compensation benefits or to liability assumed by any "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### **5. FELLOW EMPLOYEE**

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

#### **6. DAMAGE TO PROPERTY**

A "covered pollution cost or expense" or "property damage" to property owned or transported by any "insured" or in any "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### **7. HANDLING OF PROPERTY**

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by any "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by any "insured".

#### **8. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE**

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### **9. OPERATIONS**

"Bodily injury", "property damage" or "covered pollution cost or expense" arising out of the operation of:

- a. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers;
- b. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- c. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

#### **10. COMPLETED OPERATIONS**

"Bodily injury", "property damage" or "covered pollution cost or expense" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf, and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

## 11. POLLUTION

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by any "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by any "insured".

Paragraphs a. and b. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such damage.

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

## 12. WAR

"Bodily injury", "property damage" or "covered pollution cost or expense" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## 13. WRONG DELIVERY OF PRODUCTS

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the delivery of any product into the wrong receptacle or to the wrong address, or from the delivery of one product for another, if the "bodily injury", "property damage" or "covered pollution cost or expense" occurs after delivery has been completed. Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.



#### **14. RACING**

"Bodily injury", "property damage", or "covered pollution cost or expense" arising out of the operation of a covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such contest or activity.

#### **15. TRUCKING OPERATIONS**

This insurance does not apply to:

- a. A covered "auto" while used to carry property in any business; or
- b. A covered "auto" while used in the business of anyone to whom the "auto" is rented, leased or loaned.

#### **C. LIMIT OF INSURANCE**

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

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## SECTION IV - PHYSICAL DAMAGE COVERAGE

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### A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:

**a. Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**b. Specified Causes of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

**c. Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**2. Fluids Extension**

Subject to the Limit of Insurance, we will pay for loss of fluids, except fuel, necessary to operate a covered "auto" or its equipment. We will pay only if the fluids loss was caused by other "loss" that is covered by this insurance. Covered fluids include oil, antifreeze, hydraulic fluids and freon. Fuel that is not covered includes diesel fuel, gasoline, alcohol or compressed gasses.

**3. Towing**

In addition to the Limit of Insurance, when a covered "auto" is disabled from a covered cause of "loss", we will pay the towing cost to the nearest repair facility capable of making the necessary repairs, unless we agree with you in advance to tow to another repair facility.

**4. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

**5. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**b. Contractual Expenses**

For Hired Auto Physical Damage, if a covered cause of "loss" occurs to a vehicle rented or hired to an "insured" without a driver under a written rental contract or agreement, we will pay expenses an "insured" must legally pay as a condition of such written rental agreement for the lost net profit or rental value of such vehicle while it is being repaired.

However, the most we will pay is \$20 per day, to a maximum of \$600. This coverage does not apply to shipping containers.



## 6. Downtime Coverage

For any covered physical damage "loss" to a covered "auto", we will provide "downtime" coverage beginning 35 days after all the conditions in the "downtime period" have been met.

## B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

### b. War or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any of the following:

- a. Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
- b. Radios, CD players, tape decks or other sound reproducing equipment, its antennas and other accessories, unless permanently installed in a covered "auto".

- c. Tapes, records, discs or other audio and/or visual reproducing devices designed for use with audio and/or visual reproducing equipment.

- d. Televisions, VCRs, DVD players, or citizens' band radios, including antennas and other accessories, unless permanently installed in a covered "auto".

- e. Except for those listed in Paragraphs b., c., and d. above, any electronic equipment or electronic system designed for any purpose, including antennas and other accessories, unless permanently installed by the covered "auto's" factory at the time of assembly. This exclusion does not include vehicle operation recording devices.

- f. Any covered "auto" from fire caused by collision with another object or overturn when Collision Coverage is not provided on the covered "auto".

- g. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

- h. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such contest or activity.

3. Except as provided in Paragraph A.5.b. and A.6. above, we will not pay for loss of use.

4. We will not pay for "loss" to a covered "auto" that was repossessed because it was stolen from someone else. This exclusion applies even if you are an innocent purchaser of stolen property.

5. We will not pay for loss of fuel.

6. We will not pay for "loss" to a covered "auto" under Collision Coverage solely caused by property you are transporting in or on a covered "auto" unless loading and unloading.

7. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - a. Wear and tear, freezing, mechanical, structural, or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.
8. We will not pay for "loss" to a covered "auto" due to "diminution in value".
9. No "downtime" coverage applies:
  - a. For the theft of a covered "auto".
  - b. In the event of a total "loss" or "constructive total loss" to a covered "auto".
  - c. While there are spare or reserve "autos" available to you for your operation.

#### **C. LIMIT OF INSURANCE**

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The "actual cash value" of the damaged or stolen property as of the time of "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. The amount shown in the Schedule of Autos or shown as Limit of Insurance elsewhere in the policy.

2. An adjustment for depreciation and physical condition will be made in determining "actual cash value" in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
4. **Downtime Coverage**
  - a. We will pay \$450 per week per "auto" for each seven (7) calendar days of the "downtime period" for which "downtime" coverage applies. For any remaining calendar days for which "downtime" coverage applies, we will pay the amount on a pro rated basis.
  - b. "Downtime" coverage is subject to a maximum of eight (8) weeks per "loss".

#### **D. DEDUCTIBLE**

For each covered "auto" in any one "accident", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

If you have a Collision Coverage "loss" to a covered "trailer" and a covered dolly, jeep or booster when attached together, then only one deductible will apply. The applicable deductible for the "loss" to this equipment shall be the highest single deductible for the covered equipment.

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## SECTION V - TRUCKERS CONDITIONS

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The following conditions apply in addition to the Common Policy Conditions.

### A. LOSS CONDITIONS

#### 1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either party may make a written request for an appraisal of the "loss". However, an appraisal will be made only if both you and we agree, voluntarily, to have the "loss" appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the "actual cash value" and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

An appraisal decision will not be binding on either party.

#### 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us:
  - (a) In the investigation or settlement of the claim; or
  - (b) In the investigation of, settlement of or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen and give us a copy of the police report you made in the event of a theft or other crime.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examination under oath at our request and give us a signed statement of your answers.

- (5) Take all reasonable steps to find and protect the covered "auto" from "loss" when an "employee" or driver in your service is missing with a covered "auto".

### **3. LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

### **4. LOSS PAYMENT - PHYSICAL DAMAGE COVERAGES**

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property that we pay for, repair or replace whether the "loss" is a partial "loss", total "loss" or a "constructive total loss". If you want to keep your damaged property, then the amount we pay will be reduced by the salvage value of the damaged property.

If we pay for the "loss" in money, our payment will include the applicable sales tax for the damaged or stolen property.

### **5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

We will be entitled to recovery only after the "insured" has been fully compensated for the "loss" sustained.

## **B. GENERAL CONDITIONS**

### **1. BANKRUPTCY**

Bankruptcy or insolvency of any "insured" or any "insured's" estate will not relieve us of any obligation under this Coverage Form.

### **2. CONCEALMENT, MISREPRESENTATION OR FRAUD**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

### **3. LIBERALIZATION**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### **4. NO BENEFIT TO BAILEE - PHYSICAL DAMAGE COVERAGES**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

### **5. OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS**

- a. This Coverage Form's Liability Coverage is primary for any covered "auto" that:
  - (1) Is not used to carry property in any business; and
  - (2) Is not used in the business of anyone to whom the "auto" is rented, leased or loaned.

This Coverage Form's Liability Coverage is excess over any other collectible insurance for any covered "auto".

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you hire, lease, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form, policy or self insurance covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms, policies and self insurance covering on the same basis.
- e. When the following applies:

(1) This Coverage Form and any other Coverage Form or policy providing liability, physical damage, uninsured and underinsured motorists coverage apply to an "auto" in a given "accident"; and:

~~(1) One provides coverage to an "insured" who is a duly licensed automobile dealer; and~~

~~(2) This Coverage Form provides coverage to an "insured" who: The other provides coverage to a person not engaged in that business; and~~

(a) Is engaged in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed 90 days and rents or leases the "auto" to an individual; or

(b) Is a duly licensed "auto" dealer loaning an "auto" as a temporary replacement to a person whose "auto" is out of use because of its breakdown, repair or servicing; or

(c) Is a duly licensed "auto" dealer and loans the "auto" out for use as a demonstrator "auto"; and

(3) The Other Coverage Form provides coverage to a person who is not working for, and not employed by, a business described in Paragraph (2) (a), (b) or (c) above, and who, at the time of the "accident" is operating an "auto" provided by a business described in Paragraph (2) (a), (b) or (c) above;

Then the other Coverage Form is primary and this Coverage Form is excess over any coverage available to the person described in Paragraph e.(3).

~~at the time of an "accident", a person covered by a Coverage Form described in Paragraph e.(2) is operating an "auto" provided by the business covered by a Coverage Form described in Paragraph e.(1) as a temporary replacement or demonstrator "auto", while that person's "auto" is out of use because of its breakdown, servicing or repair, or has been offered and is being used as a demonstrator, then that person's liability, physical damage, uninsured and underinsured motorists coverage is primary and the Coverage Form issued to a business covered by a Coverage Form described in Paragraph e.(1) is excess over any coverage available to the person covered by a Coverage Form described in Paragraph e.(2).~~

## 6. PREMIUM AUDIT

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

#### **7. POLICY PERIOD, COVERAGE TERRITORY**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory. The coverage territory is:
  - (1) The United States of America;
  - (2) The territories and possessions of the United States of America;
  - (3) Puerto Rico;
  - (4) Canada; and
  - (5) The coverage territory is extended to anywhere in the world if:
    - (a) A covered "auto" of the "private passenger type" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
    - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

#### **8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

- a. If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.
- b. If this policy issued to you and another policy issued to someone else by us apply to the same "accident", then any "loss" to the covered "auto" shall be reduced by amounts payable to you by the other person's insurance policy for damage to your covered "auto".



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## SECTION VI - DEFINITIONS

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- A. **"Accident"** includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. **"Actual cash value"** is calculated as the amount it would cost to repair or replace covered property, at the time of "loss", with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. "Actual cash value" applies to valuation of covered property regardless of whether that property has sustained partial or total "loss". If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment. The "actual cash value" of the lost or damaged property may be significantly less than its replacement cost.
- C. **"Auto"** means:
1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
  2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- D. **"Bodily injury"** means "bodily injury", sickness or disease sustained by a person including death resulting from any of these.
- E. **"Constructive total loss"** means a "loss" that results in the cost of repair or replacement plus the salvage value of the damaged property exceeding either the amount of insurance or the "actual cash value" of the damaged property at the time of "loss", whichever is less.
- F. **"Covered pollution cost or expense"** means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by any "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by any "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such damage.

- G. **"Diminution in value"** means the actual or perceived loss in market value or resale value which results from a "loss".
- H. **"Downtime"** means the time a covered "auto" is out of service for repair and in the custody of a repair facility.
- I. **"Downtime period"** begins on the first day that each of the following conditions are met:
1. We have given you our agreement to pay for final repairs;
  2. You have given the repair facility your authorization for final repairs; and
  3. The covered "auto" is out of service for repair and in the custody of a repair facility.

The "downtime period" ends when repairs to the covered "auto" have been completed by the repair facility and they determine the "auto" is road-worthy. The "downtime period" will not be extended if additional repairs are required after the "auto" is determined to be road-worthy.

- J. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
- K. **"Insured"** means any person or organization qualifying as an "insured" in the Who is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each "insured" who is seeking coverage or against whom a claim or "suit" is brought.
- L. **"Insured contract"** means:
  - 1. A lease of premises;
  - 2. A sidetrack agreement;
  - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
  - 6. That part of any contract or agreement entered into as part of your business, pertaining to the loan, lease or rental, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" loaned, leased or rented by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

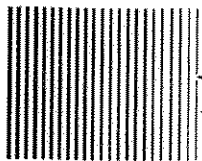
- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- M. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
  - N. **"Loss"** means direct and accidental "loss" or damage.
  - O. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:
    - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
    - 2. Vehicles maintained for use solely on or next to premises you own, rent or lease. You may take this vehicle off the premises temporarily if it is not licensed and the sole purpose is one of the following:
      - a. The unlicensed vehicle is being taken for maintenance or repair; or
      - b. The unlicensed vehicle is being used to pick up or deliver your owned, leased or rented trailers requiring maintenance or repair.
    - 3. Vehicles that travel on crawler treads;



4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- P. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- Q. **"Private passenger type"** means a private passenger or station wagon type "auto" and includes an "auto" of the pick-up or van type if not used for business purposes.
- R. **"Property damage"** means damage to or loss of use of tangible property.
- S. **"Suit"** means a civil proceeding in which:
  1. Damages because of "bodily injury" or "property damage"; or
  2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
 "Suit" includes:
  - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which any "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which any "insured" submits with our consent.
- T. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- U. **"Trailer"** includes semitrailer or a dolly used to convert a semitrailer into a "trailer". "Trailer" does not include a shipping container, but does include the chassis used to transport it.  
  
For Hired Auto Physical Damage Coverage only, "trailer" also includes shipping containers.
- V. **"Trucker"** means any person or organization engaged in the business of transporting property by "auto" for hire.



**GREAT WEST**

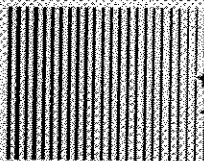
Casualty Company

SOUTH SIOUX CITY, NEBRASKA

DATE	CHECK NO.	DESCRIPTION	AMOUNT
08/03/2007	0000216075	FILING OF G4607F	\$50.00

Detach Stub and Retain For Your Records

\*\*\*\*\* VOID IF GRAY BACKGROUND OR WATERMARK ARE ABSENT \*\*\*\*\*



**GREAT WEST**

Casualty Company

SOUTH SIOUX CITY, NEBRASKA

Wells Fargo Bank Ohio, N.A.  
Van Wert, OH 45891

56-382  
412

DATE	Check Number
08/03/2007	0000216075
Pay This Amount	
\$*****50.00	

Pay Exactly : Fifty and 00/100 Dollars

To The Order Of:

STATE INSURANCE DEPARTMENT TRUST FUND - AR  
1200 WEST 3RD  
LITTLE ROCK AR 72201-1904

*Gayle Tomblin*  
AUTHORIZED SIGNATURE

⑈0000216075⑈ ⑆041203824⑆ 9600005885⑈